Company Tracking Number: GSP3A

TOI: H151 Individual Health - Sub-TOI: H151.001 Health - Hospital/Surgical/Medical

Hospital/Surgical/Medical Expense Expense

Product Name: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY

Project Name/Number: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY/GSP3A

# Filing at a Glance

Company: United American Insurance Company

Product Name: LIMITED BENEFIT SURGICAL SERFF Tr Num: AMLC-125868736 State: ArkansasLH

AND MEDICAL EXPENSE POLICY

TOI: H15I Individual Health - SERFF Status: Closed State Tr Num: 40791

Hospital/Surgical/Medical Expense

Sub-TOI: H15I.001 Health - Co Tr Num: GSP3A State Status: Approved-Closed

Hospital/Surgical/Medical Expense

Filing Type: Form Co Status: Reviewer(s): Rosalind Minor

Author: Tom Cao Disposition Date: 01/20/2009

Date Submitted: 11/06/2008 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

# **General Information**

Project Name: LIMITED BENEFIT SURGICAL AND MEDICAL Status of Filing in Domicile: Pending

EXPENSE POLICY

Project Number: GSP3A Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Group Market Size:
Overall Rate Impact: Group Market Type:

Filing Status Changed: 01/20/2009

State Status Changed: 01/20/2009 Deemer Date:

Corresponding Filing Tracking Number: GSP3A

Filing Description:

Enclosed for your review and approval is our GSP3A Limited Benefit Surgical and Medical Expense Policy form and Application form. These forms are submitted as a new filing. They will not replace any previously approved forms.

AMLC-125868736 SERFF Tracking Number: State: Arkansas State Tracking Number: 40791 Filing Company: United American Insurance Company

Company Tracking Number: GSP3A

TOI: H15I Individual Health -Sub-TOI: H15I.001 Health - Hospital/Surgical/Medical

> Hospital/Surgical/Medical Expense Expense

LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY Product Name: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY/GSP3A Project Name/Number:

This is not a major medical policy. Policy form GSP3A is a Limited Benefit Surgical and Medical Expense Policy that is guaranteed renewable which provides surgical and/or medical benefits to the covered person. The policy will be offered as an individual plan as well as a family plan to person's age 0 through 63. This product will be marketed to individuals through licensed agents.

The application to be used with policy form GSP3A is form UNIV and UNIV-ODF. These applications have been approved for use by your department on 09/24/2008.

The Outline of Coverage, form DS-GSP3A, will be provided to the applicant at the time of application for policy form GSP3A.

The Actuarial Memorandum and rates for policy form GSP3A are also enclosed.

I hereby certify that I have carefully reviewed these forms and determined:

- 1. The forms conform to all insurance statutes and Department requirements of your jurisdiction.
- 2. The forms contain no provisions previously disapproved by your department.
- 3. The forms do not contain any unusual or unorthodox provisions and wording.
- 4. The forms are being filed in Nebraska, our state of domicile, and other jurisdictions in which we are licensed to do business.

# Company and Contact

#### Filing Contact Information

Tom Cao, Compliance Analyst tcao@torchmarkcorp.com 3700 S. Stonebridge Drive (214) 544-5389 [Phone] McKinney, TX 75070 (972) 569-3728[FAX]

Filing Company Information

CoCode: 92916 United American Insurance Company State of Domicile: Nebraska P.O. Box 8080 Group Code: 290 Company Type: Life and Health

McKinney, TX 75070-8080 Group Name: Liberty National (972) 529-5085 ext. [Phone] FEIN Number: 73-1128555

State ID Number:

SERFF Tracking Number: AMLC-125868736 State: Arkansas
Filing Company: United American Insurance Company State Tracking Number: 40791

Company Tracking Number: GSP3A

TOI: H151 Individual Health - Sub-TOI: H151.001 Health - Hospital/Surgical/Medical

Hospital/Surgical/Medical Expense Expense

Product Name: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY

Project Name/Number: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY/GSP3A

# **Filing Fees**

Fee Required? Yes

Fee Amount: \$100.00

Retaliatory? No

Fee Explanation: \$50 for each policy form filing and \$50 for each rate filing.

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

United American Insurance Company \$100.00 11/06/2008 23754151

Company Tracking Number: GSP3A

TOI: H151 Individual Health - Sub-TOI: H151.001 Health - Hospital/Surgical/Medical

Hospital/Surgical/Medical Expense Expense

Product Name: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY

Project Name/Number: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY/GSP3A

# **Correspondence Summary**

# **Dispositions**

Status Created By Created On Date Submitted

Approved- Rosalind Minor 01/20/2009 01/20/2009

Closed

# **Objection Letters and Response Letters**

Objection	Objection Letters				Response Letters			
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted		
Pending Industry Response	Rosalind Mino	r 12/29/2008	12/29/2008	Tom Cao	01/19/2009	01/19/2009		
Pending Industry Response	Rosalind Mino	r 11/10/2008	11/10/2008	Tom Cao	12/17/2008	12/17/2008		

# **Amendments**

Item	Schedule	Created By	Created On	Date Submitted
Proposed Annual Premium Rates	Rate	Tom Cao	12/24/2008	12/24/2008

Company Tracking Number: GSP3A

TOI: H151 Individual Health - Sub-TOI: H151.001 Health - Hospital/Surgical/Medical

Hospital/Surgical/Medical Expense Expense

Product Name: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY

Project Name/Number: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY/GSP3A

# **Disposition**

Disposition Date: 01/20/2009

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: GSP3A

TOI: H151 Individual Health - Sub-TOI: H151.001 Health - Hospital/Surgical/Medical

Hospital/Surgical/Medical Expense Expense

Product Name: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY

Project Name/Number: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY/GSP3A

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document (revised)	Health - Actuarial Justification	Approved-Closed	No
Supporting Document	Health - Actuarial Justification	Replaced	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Form (revised)	LIMITED BENEFIT SURGICAL AND	Approved-Closed	Yes
	MEDICAL EXPENSE POLICY		
Form	LIMITED BENEFIT SURGICAL AND	Replaced	Yes
	MEDICAL EXPENSE POLICY		
Form	LIMITED BENEFIT SURGICAL AND	Replaced	Yes
	MEDICAL EXPENSE POLICY		
Rate (revised)	Proposed Annual Premium Rates	Approved-Closed	Yes
Rate	Proposed Annual Premium Rates	Replaced	Yes

SERFF Tracking Number: AMLC-125868736 State: Arkansas
Filing Company: United American Insurance Company State Tracking Number: 40791

Company Tracking Number: GSP3A

TOI: H151 Individual Health - Sub-TOI: H151.001 Health - Hospital/Surgical/Medical

Hospital/Surgical/Medical Expense Expense

Product Name: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY

Project Name/Number: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY/GSP3A

# **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 12/29/2008 Submitted Date 12/29/2008

Respond By Date Dear Tom Cao,

This will acknowledge receipt of the captioned filing.

#### Objection 1

- LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY (Form)

Comment: With respect for Children's Preventive Health Care, ACA 23-79-141(f)(2)(A) states that benefits for recommended immunization services shall be exempt from any copayment, coinsurance, deductible, or dollar limit provisions in the accident and health insurance policy. This exemption shall be explicitly stated in the policy.

Thank you for your cooperation.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

# **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 01/19/2009 Submitted Date 01/19/2009

Dear Rosalind Minor,

#### **Comments:**

#### Response 1

Comments: I have made revisions to Part 7 subsection 3 to comply with Arkansas statutes. If you have any other questions or concerns, please let me know.

Thank you,

Company Tracking Number: GSP3A

TOI: H151 Individual Health - Sub-TOI: H151.001 Health - Hospital/Surgical/Medical

Hospital/Surgical/Medical Expense Expense

Product Name: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY

Project Name/Number: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY/GSP3A

#### Tom Cao

# **Related Objection 1**

#### Applies To:

LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY (Form)

#### Comment:

With respect for Children's Preventive Health Care, ACA 23-79-141(f)(2)(A) states that benefits for recommended immunization services shall be exempt from any copayment, coinsurance, deductible, or dollar limit provisions in the accident and health insurance policy. This exemption shall be explicitly stated in the policy.

Thank you for your cooperation.

# **Changed Items:**

No Supporting Documents changed.

# Form Schedule Item Changes

Form Name	Form	Edition	Form Type	Action	Action	Readability	
	Number	Date			Specific Data	Score	Document
LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY	GSP3A		Policy/Contract/Fraternal Certificate	Initial		54	GSP3A- AR.pdf,GS P3A- AddSchPg s.pdf
Previous Version							
LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY	GSP3A		Policy/Contract/Fraternal Certificate	Initial		54	GSP3A- AR.pdf,GS P3A- AddSchPg s.pdf
LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE	GSP3A		Policy/Contract/Fraternal Certificate	Initial		54	GSP3A- AR.pdf,GS P3A-

Company Tracking Number: GSP3A

TOI: H15I Individual Health - Sub-TOI: H15I.001 Health - Hospital/Surgical/Medical

Hospital/Surgical/Medical Expense Expense

Product Name: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY

Project Name/Number: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY/GSP3A

POLICY AddSchPg

s.pdf

Company Tracking Number: GSP3A

TOI: H151 Individual Health - Sub-TOI: H151.001 Health - Hospital/Surgical/Medical

Hospital/Surgical/Medical Expense Expense

Product Name: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY

Project Name/Number: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY/GSP3A

No Rate/Rule Schedule items changed.

Sincerely,

Tom Cao

SERFF Tracking Number: AMLC-125868736 State: Arkansas
Filing Company: United American Insurance Company State Tracking Number: 40791

Company Tracking Number: GSP3A

TOI: H151 Individual Health - Sub-TOI: H151.001 Health - Hospital/Surgical/Medical

Hospital/Surgical/Medical Expense Expense

Product Name: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY

Project Name/Number: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY/GSP3A

# **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 11/10/2008 Submitted Date 11/10/2008

Respond By Date Dear Tom Cao,

This will acknowledge receipt of the captioned filing.

#### Objection 1

- LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY (Form)

Comment: Item #2, under the Limitations and Exclusions, there is an exclusion for routine nursery care and for well-baby care and immunizations.

Under ACA 23-79-129, benefits are to be paid for routine infant care for five days in the hospital or until the mother is discharged whichever is the lesser period of time. Also, benefits are to be paid for children's preventive care as outline under ACA 23-79-141. Immunizations are to paid at 100%.

#### Objection 2

- Health - Actuarial Justification (Supporting Document)

Comment: The actuarial memordum contains a "Trend Increase". Arkansas does not allow for trend increases. Rate increases are reviewed based on the actual experience of the block of business. Also, we only allow one rate increase during a twelve month period if justified.

Please feel free to contact me if you have questions.

Sincerely,

**Rosalind Minor** 

# Response Letter

Response Letter Status Submitted to State

Response Letter Date 12/17/2008 Submitted Date 12/17/2008

Dear Rosalind Minor,

SERFF Tracking Number: AMLC-125868736 State: Arkansas
Filing Company: United American Insurance Company State Tracking Number: 40791

Company Tracking Number: GSP3A

TOI: H151 Individual Health - Sub-TOI: H151.001 Health - Hospital/Surgical/Medical

Hospital/Surgical/Medical Expense Expense

Product Name: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY

Project Name/Number: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY/GSP3A

**Comments:** 

# Response 1

Comments: Dear Rosalind Minor,

I have reviewed your objections and have changed the language under item 2 of the Limitations and Exclusions to make note of the mandated benefits that cover the nursery care, well-baby care and immunizations. I am also attaching a revised actuarial memorandum that complies with Arkansas regarding the trend increases.

If you have any additional questions or concerns, please let me know.

Thank you,

Tom Cao

#### **Related Objection 1**

Applies To:

- LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY (Form)

#### Comment:

Item #2, under the Limitations and Exclusions, there is an exclusion for routine nursery care and for well-baby care and immunizations.

Under ACA 23-79-129, benefits are to be paid for routine infant care for five days in the hospital or until the mother is discharged whichever is the lesser period of time. Also, benefits are to be paid for children's preventive care as outline under ACA 23-79-141. Immunizations are to paid at 100%.

#### **Related Objection 2**

Applies To:

- Health - Actuarial Justification (Supporting Document)

#### Comment:

The actuarial memordum contains a "Trend Increase". Arkansas does not allow for trend increases. Rate increases are reviewed based on the actual experience of the block of business. Also, we only allow one rate increase during a twelve month period if justified.

#### **Changed Items:**

#### **Supporting Document Schedule Item Changes**

Company Tracking Number: GSP3A

TOI: H151 Individual Health - Sub-TOI: H151.001 Health - Hospital/Surgical/Medical

Hospital/Surgical/Medical Expense Expense

Product Name: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY

Project Name/Number: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY/GSP3A

Satisfied -Name: Health - Actuarial Justification

Comment:

# Form Schedule Item Changes

Form Name	Form	Edition	Form Type	Action	Action	Readability	/ Attach
	Number	Date			Specific	Score	Document
					Data		
LIMITED BENEFIT	GSP3A		Policy/Contract/Fraternal	Initial		54	GSP3A-
SURGICAL AND			Certificate				AR.pdf,GS
MEDICAL EXPENSE							P3A-
POLICY							AddSchPg
							s.pdf
Previous Version							
LIMITED BENEFIT	GSP3A		Policy/Contract/Fraternal	Initial		54	GSP3A-
SURGICAL AND			Certificate				AR.pdf,GS
MEDICAL EXPENSE							P3A-
POLICY							AddSchPg
							s.pdf

No Rate/Rule Schedule items changed.

Sincerely,

Tom Cao

Company Tracking Number: GSP3A

TOI: H15I Individual Health - Sub-TOI: H15I.001 Health - Hospital/Surgical/Medical

Hospital/Surgical/Medical Expense Expense

Product Name: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY

Project Name/Number: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY/GSP3A

**Amendment Letter** 

Amendment Date:

Submitted Date: 12/24/2008

**Comments:** 

I have added the revised rate pages to coincide with the changes regarding trend increases.

**Changed Items:** 

Rate/Rule Schedule Item Changes:

Document	Affected Form	Rate	Rate Action Information:	Attach
Name:	Numbers: (Comma	Action:		Document:
	Separated list)			
Proposed Annua	I GSP3A	New		GSP3A - Rates -
Premium Rates		_		AR.pdf
GSP3A - Rates -				
AR.pdf				

Company Tracking Number: GSP3A

TOI: H151 Individual Health - Sub-TOI: H151.001 Health - Hospital/Surgical/Medical

Hospital/Surgical/Medical Expense Expense

Product Name: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY

Project Name/Number: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY/GSP3A

# Form Schedule

Lead Form Number: GSP3A

Review	Form	Form Type	Form Name	Action	Action Specific	Readability	Attachment
Status	Number				Data		
Approved-	GSP3A	Policy/Con	t LIMITED BENEFIT	Initial		54	GSP3A-
Closed		ract/Frateri	n SURGICAL AND				AR.pdf
		al	MEDICAL EXPENSI	E			GSP3A-
		Certificate	POLICY				AddSchPgs.p
							df

# LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY GUARANTEED RENEWABLE FOR YOU AND EACH COVERED FAMILY MEMBER AS STATED IN THE RENEWAL AGREEMENT. COMPANY CANNOT CANCEL POLICY. COMPANY MAY CHANGE PREMIUM RATES BY CLASS.

# UNITED AMERICAN INSURANCE COMPANY

P. O. BOX 8080, MCKINNEY, TEXAS 75070 (972) 529-5085 A Legal Reserve Stock Company \* Administrative Offices: McKinney, Texas

# **30-DAY RIGHT TO EXAMINE POLICY**

If You are not satisfied with this policy for any reason, return it to Our Administrative Offices or to the agent within 30 days after You receive it. Any premium You paid will be refunded. The policy will be void from the beginning. It will be as if no policy had been issued.

#### RENEWAL AGREEMENT

You can continue this policy in force for successive renewal terms of 1 month, 3 months, 6 months, or 12 months by paying appropriate renewal premiums before the end of the grace period. The appropriate renewal premiums will be those under Our applicable table of premium rates that is in effect on the respective due dates of the premiums. We have the right to change the renewal premiums for this policy when We change, and in accordance with, Our table of premium rates applicable to all policies of this form and class. Class is based on benefit amounts, persons covered under the policy, state of issue, age at issue, gender, underwriting group and geographic rating area. We also have the right to change the renewal premiums for this policy when the persons covered under the policy change, in accordance with the table of premium rates applicable to all policies of this form and class.

# **BENEFIT SCHEDULE**

PART 1	PART 4	
Surgeon Benefit Limit up to \$ [3,000.00]	{Doctor Office Visit Benefit 80% up to \$	[25.00]}
Surgery Conversion Factor	Wellness Exam Benefit 80% up to \$	[50.00]}
PART 2	{Doctor Office Visit Yearly Maximum \$	[250.00]}
Radiation Therapy Benefit up to \$ [5,000.00]	PART 5	
PART 3	Outpatient Expense Benefit 80% up to \$	[250.00]
Ambulance Benefit up to \$ [200.00]	{Outpatient Deductible Amount \$	[100.00]}

	P	OLICY SCHEDULE		
INSURED	POLICY	<b>EFFECTIVE</b>	<b>INITIAL TERM</b>	INITIAL
	NUMBER	DATE	<b>EXPIRES ON</b>	PREMIUM
[John Doe	12345678	09-01-08	10-01-08	\$100.00]

# **ADDITIONAL BENEFIT RIDERS**

[Critical Illness Benefit Rider] [Accident Benefit Rider] [Cancer Benefit Rider]

The Policy Schedule includes premiums for additional benefit riders, if any.

#### **INSURING CLAUSE**

The Company insures You against specified losses incurred by a Covered Person. Benefits payable under this policy, subject to all of its provisions, limitations and exclusions, will be paid to You or, at Our option, to the Hospital, Physician, or person providing any care, treatment, service, or supply covered by this policy. For the purpose of determining benefits payable for a particular Sickness of a Covered Person after the applicable benefit limits for that Sickness have been paid by the Company, it shall be considered a new Sickness, which is then again covered under this policy, if the Covered Person goes without a Physician's advice or treatment for that particular Sickness for a period of 24 consecutive months. Our obligation to make payment under this policy for any particular Sickness or Injury shall not exceed the amounts disclosed in the Benefit Schedule or described elsewhere in this policy. A benefit will only be due and payable when a Covered Person is obligated to pay a charge that is incurred for any covered care, treatment, service, or supply, or combination thereof, provided to or for a Covered Person while this policy is in force. An expense or charge is incurred on the date the care, treatment, service, or supply is provided.

#### PRE-EXISTING CONDITION LIMITATION

This policy does not insure You against loss incurred by You or a covered Family Member during the 12 months immediately after the effective date of this policy if that loss results from a Pre-Existing Condition. In addition, any Pre-Existing Condition listed on the application is not covered for the first 12 months after the policy effective date. Conditions, illnesses, diseases, disorders, or injuries specifically excluded by rider are never covered.

	TABLE O	F CONTENTS	
	Page		Page
30-Day Right To Examine Policy	1	Doctor Office Visit Benefit	5
Renewal Agreement	1	Outpatient Expense Benefit	5
Insuring Clause	2	Refund Of Premiums For Loss Of Life	
Pre-Existing Condition Limitation	2	From Accidental Injury	5
Definitions	2	Other Benefits	6
Surgical Procedure Benefits	4	Limitations and Exclusions	6
Radiation Therapy Benefit	4	Policy Provisions	7
Ambulance Benefit			

#### **DEFINITIONS**

Where used in this policy:

**ACCIDENT** and **ACCIDENTAL** means that which happens by chance or fortuitously, without intention or design, and which is unexpected, unusual and unforeseen.

**AMBULATORY SURGICAL CENTER** means a freestanding facility, other than a Physician's office, where surgical and diagnostic services are provided on an ambulatory basis.

CHILD PREVENTIVE HEALTH CARE SERVICES means Physician-delivered or Physician-supervised services for covered dependents from birth through eighteen (18) years of age that are provided for Periodic Preventive Care Visits, including medical history, physical examination, developmental assessment, anticipatory guidance and appropriate immunizations and laboratory tests, in keeping with prevailing medical standards.

**COVERED PERSON** means You or any covered Family Member.

**DIABETES SELF-MANAGEMENT TRAINING** means instruction in an inpatient or outpatient setting which enables diabetic patients to understand the diabetic management process and daily management of diabetic therapy as a method of avoiding frequent hospitalizations and complications. Such instruction is provided in accordance with a program in compliance with the National Standards for Diabetes Self-Management Education Program as developed by the American Diabetes Association.

**FAMILY MEMBER** means a person who is named in the application for coverage under this policy, other than the Proposed Insured, or a person who has been added in accordance with the ELIGIBILITY AND INSURED'S TERMINATION provision.

**HOSPITAL** means a medical facility, operated pursuant to law, which: (1) is primarily and continuously engaged in providing medical and diagnostic care for the treatment of sick or injured persons on an acute care inpatient basis under the supervision of one or more licensed Physicians for which a charge is made; and (2) provides 24-hour nursing service by or under the supervision of a Registered Nurse (R.N.). "Hospital" does not mean a facility or special unit of a facility primarily operated as: (a) a convalescent, skilled nursing, swing bed, or other nursing facility; (b) a facility or special unit of a facility primarily affording rehabilitative care; or (c) a facility or special unit of a facility primarily affording care or treatment for the aged, or for chemical dependency, alcohol abuse, or mental or nervous disorder.

**HOSPITAL STAY** means one day or more of inpatient confinement within a Hospital, and under the care of a Physician, for which a charge for room and board is incurred due to an Injury or Sickness.

**INHERITED METABOLIC DISEASE** means a disease caused by an inherited abnormality of body chemistry.

**INJURY** means accidental bodily injury sustained by a Covered Person which is the direct cause independently of disease, bodily infirmity or other cause of the loss and occurs while the insurance is in force.

**INTENSIVE CARE** means care which is provided within a separate area or unit of a Hospital that has been set aside for care of the critically ill or injured. The area or unit must have special monitoring equipment for the use of Physicians, nurses or other medical specialists assisting in the unit. Intensive Care does not include: step-down, isolation, telemetry, or post-intensive care units of a Hospital.

#### LOW PROTEIN MODIFIED FOOD PRODUCT means a food product that is:

- 1. Specially formulated to have less than one (1) gram of protein per serving; and
- 2. Intended to be used under the direction of a Physician for the dietary treatment of an Inherited Metabolic Disease.

**MASTECTOMY** means the removal of all or part of the breast for Medically Necessary reasons as determined by a Physician who is licensed as a medical doctor or doctor of osteopathy.

#### **MEDICALLY NECESSARY** means:

- 1) consistent with the symptoms or diagnosis and treatment of Your or a covered Family Member's Sickness or Injury; and
- appropriate with regard to the standards of good medical practice; and
- 3) the most appropriate level of service that can be safely provided to You or a covered Family Member.

In order to determine that care is Medically Necessary, We reserve the right to obtain, at Our expense, a second opinion from a Physician who (a) is not an employee or owner of a facility or agency from which You or a covered Family Member receive care, and (b) specializes in the condition that is the subject of Your claim.

**MENTAL ILLNESS** means psychosis, neurosis or an emotional disorder.

**PERIODIC PREVENTIVE CARE VISITS** means the routine tests and procedures for the purpose of detection of abnormalities or malfunctions of bodily systems and parts according to accepted medical practice.

**PHYSICIAN** and **DOCTOR** mean a person duly licensed in the United States and duly qualified to provide care, treatment, services, or supplies for the Injury or Sickness that is the subject of Your claim, or for the additional conditions or disorders, or diagnostic services, which are specifically covered under PART 4 of this policy, Physician or Doctor does not include You or any member of Your household or immediate family. Primary Care Physician means a Physician who provides basic diagnosis and treatment of common illnesses and medical conditions. A Specialist means a Physician who provides diagnosis and treatment for a specific specialty of medicine for which he or she has received additional education, training and experience.

PRE-EXISTING CONDITION means any medical condition, illness, disease, disorder, or Injury for which symptoms existed that would cause an ordinarily prudent person to seek medical advice, diagnosis, care, or treatment within the 12 month period immediately prior to the effective date of Your or the covered Family Member's coverage under this policy. It also means any medical condition, illness, disease, disorder, or Injury for which You or the covered Family Member did receive treatment or medical advice during the 12 month period immediately prior to Your or the covered Family Member's effective date of coverage under this policy. Pre-existing condition will include any medical condition, illness, disease, disorder, or Injury listed on Your application for You or a covered Family Member, which occurred within the 12 month period immediately prior to the effective date of Your or the covered Family Member's coverage under this policy, irrespective of whether a rider has been issued. It also means a pregnancy existing at any time prior to, and which continues to exist as of, the Effective Date of Your or the covered Family Member's coverage under this policy.

**RADIATION THERAPY** means the treatment of a Sickness by application of roentgen rays, radium, ultraviolet, and other radiations.

**RELATIVE VALUE UNITS** means the total unit value of the service, including all three components: Physician work, facility practice expense, and professional liability expense, as contained in the national Resource-Based Relative Value Schedule (RBRVS).

**RESOURCE-BASED RELATIVE VALUE SCHEDULE (RBRVS)** means the scale of relative values for medical and surgical procedures that is maintained and updated by the Centers for Medicare and Medicaid Services with input from the AMA/Specialty Society Relative Value Scale Committee (RUC).

**SICKNESS** means a medical condition, illness, disease, or disorder which first manifests itself more than 30 days after the Effective Date of the policy and while this policy is in force. Sickness includes continuations and reoccurrences of the medical condition, illness, disease, or disorder, and all general conditions associated with, related to, or caused by the medical condition, illness, disease, or disorder.

**SURGICAL PROCEDURE** means the performance of generally accepted operative and cutting procedures, including surgical diagnostic procedures, endoscopic examinations, and any one procedure designated by Current Procedural Terminology codes as surgery, except that venipuncture for the collection of blood for the purpose of performing a test shall not be considered a surgery. Surgical Procedure shall also include all post-operative care for the 90-day period following surgery.

WE, US, OUR and COMPANY mean United American Insurance Company.

YOU, YOUR, YOURS and INSURED mean the Covered Person whose name is shown in the POLICY SCHEDULE as the Insured.

#### PART 1

#### SURGICAL PROCEDURE BENEFITS

# 1. SURGEON BENEFIT

We will pay a benefit for expenses incurred by You or a covered Family Member for one Physician performing a Medically Necessary Surgical Procedure on You or a covered Family Member. Such Surgical Procedure and expenses incurred must be the result of an Injury or Sickness. The benefit will be equal to the fee charged by the Physician for the Surgical Procedure, but, in no event will the benefit payable be more than the lesser of either: (a) an amount equal to the Surgery Conversion Factor stated in the Benefit Schedule times the Relative Value Units for that procedure as contained in the national Resource-Based Relative Value Schedule (RBRVS) last published and effective before the date of the Surgical Procedure; or (b) the Surgeon Benefit Limit amount stated in the Benefit Schedule. If the Surgical Procedure is not contained in the RBRVS, the benefit payable will be the lesser of: (a) the fee charged by the Physician for the Surgical Procedure; (b) the amount that would be payable for the most comparable Surgical Procedure in severity and gravity; or (c) the Surgeon Benefit Limit amount stated in the Benefit Schedule. In the event that the RBRVS is discontinued, We shall thereafter have the right to continue to use the Relative Value Units contained in the last published RBRVS or, at Our option and upon reasonable written notice to You, We may designate an alternative, generally accepted, method to be used for determining relative values from the date specified in Our Notice.

We will not pay a benefit for more than one Surgical Procedure (the largest applicable) under this PART 1 for all Surgical Procedures performed as a result of any one Injury or Sickness.

For any one Injury or Sickness, We will pay the greater of either: (a) the Surgeon Benefit provided in this PART 1; or (b) the total of all Doctor Office Visit Benefits under PART 4 which would otherwise be payable.

#### 2. ASSISTANT SURGEON BENEFIT

We will pay a benefit for expenses incurred by You or a covered Family Member for one Physician providing Medically Necessary assistance to the primary Physician during a Surgical Procedure for which a Surgeon Benefit is payable under this PART 1. Such surgical assistance and expenses incurred must be the result of an Injury or Sickness. The benefits will not exceed 20% of the amount payable for the Surgeon Benefit.

#### 3. ADMINISTRATION OF ANESTHETIC BENEFIT

We will pay a benefit for expenses incurred by You or a covered Family Member for one Physician providing Medically Necessary administration of anesthetic to You or a covered Family Member during a Surgical Procedure for which a Surgeon Benefit is payable under this PART 1. Such anesthetic administration and expenses incurred must be the result of an Injury or Sickness. The administration of anesthetic must be by a Physician or a legally qualified anesthetist. The benefits will not exceed 25% of the amount payable for the Surgeon Benefit. We will not pay benefits for the administration of anesthetic by the primary Physician or the assistant surgeon.

#### PART 2 RADIATION THERAPY BENEFIT

We will pay a benefit for expenses incurred by You or a covered Family Member for Medically Necessary Radiation Therapy provided to or for You or a covered Family Member at a Hospital or Physician's office. Such Radiation Therapy and expenses incurred must be the result of an Injury or Sickness. We will not pay benefits in excess of the Radiation Therapy Benefit stated in the Benefit Schedule for all such expense incurred because of any one Injury or Sickness. The benefit under this PART 2 will be calculated and paid based on a single diagnosed Sickness, and not according to the bodily location or locations where the diagnosed Sickness may have manifested itself or been treated.

If a benefit or benefits are payable under any other PART of this policy for an incurred expense also payable under this PART 2, only one benefit, the largest, will be payable for such expense.

#### PART 3 AMBULANCE BENEFIT

We will pay a benefit for expenses incurred by You or a covered Family Member for Medically Necessary ambulance service for You or a covered Family Member. Such ambulance service and expenses incurred must be the result of an Injury or Sickness. The ambulance service must be to or from a Hospital. We will not pay more than the Ambulance Benefit stated in the Benefit Schedule for any one Injury or Sickness, regardless of the frequency that ambulance service is required because of that Injury or Sickness. Only one benefit will be payable for any one trip.

# {PART 4 DOCTOR OFFICE VISIT BENEFIT

We will pay benefits for expenses incurred by You or a covered Family Member for outpatient care, treatment and services, by a Doctor provided to or for You or a covered Family Member at the Doctor's office, clinic, a Hospital (on an outpatient basis), or at place of residence according to the following:

- 1. For Medically Necessary care, treatment and services resulting from an Injury or Sickness which does not require a Surgical Procedure, We will pay a benefit at the rate of 80% of the fee charged by the Doctor, but, in no event will the benefit payable for such care, treatment and services be more than the Doctor Office Visit Benefit stated in the Benefit Schedule. Only one Doctor's care, treatment, and services for a single visit will be paid per day, regardless of the number of Doctors providing care, treatment, and services to or for You or the covered Family Member;
- 2. For Medically Necessary care, treatment, and services resulting from any one Injury or Sickness which requires a Surgical Procedure, We will pay an amount equal to the greater of the applicable Surgeon Benefit in PART 1 or the total of the benefit in (1) above which would otherwise be payable; and
- 3. For a physical wellness exam in the absence of Injury or Sickness, We will pay a benefit at the rate of 80% of the fee charged by the Doctor, but, in no event will the benefit payable for any physical wellness exam performed exceed the Wellness Exam Benefit stated in the Benefit Schedule. Each Covered Person will be entitled to one physical wellness exam per policy year.

The total benefits payable under this PART 4 shall not exceed the Doctor Office Visit Yearly Maximum stated in the Benefit Schedule during any policy year.}

#### PART 5

#### **OUTPATIENT EXPENSE BENEFIT**

We will pay a benefit at the rate of 80% of expenses incurred by You or a covered Family Member, in excess of the Outpatient Deductible Amount stated in the Benefit Schedule, for outpatient care, treatment, and services provided to or for You or a covered Family Member. Such Outpatient care, treatment, and services and expenses incurred must be the result of an Injury or Sickness. Outpatient care, treatment, and services include:

- 1. Outpatient Hospital expense;
- 2. Diagnostic imaging performed at other duly licensed locations; and
- 3. Laboratory tests performed at other duly licensed locations, including pathology tests.

We will not pay in excess of the Outpatient Expense Benefit stated in the Benefit Schedule for expenses incurred for outpatient care, treatment, and services resulting from any one Injury or Sickness.

If a benefit or benefits are payable under any other PART of this policy for an incurred expense also payable under this PART 5, only one benefit, the largest, will be payable for such expense.

#### PART 6 REFUND OF PREMIUMS FOR LOSS OF LIFE FROM ACCIDENTAL INJURY

We will refund to Your estate the premiums paid for Your individual coverage under this policy if You die due to an Injury while Your coverage is in force or effect. We will refund to You the premiums paid under this policy for the coverage of a covered Family Member if that member dies due to an Injury while his or her coverage is in force or effect.

To be entitled to said refund of premium, the death must occur while this policy is in force and within 180 days of the Injury causing death.

#### PART 7 OTHER BENEFITS

On the condition that a benefit for expenses incurred for the following care, treatment, services, and supplies is not elsewhere provided in this policy, We will pay benefits for expenses incurred for the following care, treatment, services, and supplies provided to a Covered Person while this policy is in force according to the terms, dollar amounts and maximums set forth below in this PART 7 with respect to such covered care, treatment, services, and supplies. ALL BENEFITS PAYABLE UNDER THIS PART 7 SHALL BE SUBJECT TO ALL POLICY PROVISIONS, LIMITATIONS AND EXCLUSIONS, DEDUCTIBLES, CO-PAYS, CO-INSURANCE, AND DOLLAR-LIMIT PROVISIONS OF THIS POLICY, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PART 7. A benefit payable under this PART 7 shall not duplicate any benefit or benefits payable under any other PART or PARTS of this policy. The total benefit payable for care, treatment, services, and supplies covered under this PART 7 of the policy, together with benefits paid under any other policy or policies issued by Us to You or a covered Family Member, will never exceed the total expense incurred by You or the covered Family Member for such care, treatment, services, and supplies.

# 1. MATERNITY BENEFIT, MINIMUM HOSPITAL STAYS

As described in PART 8(1), this policy does not provide benefits for normal pregnancy. However, to the extent that benefits for a Hospital Stay are otherwise provided for within this policy for a distinct complication of pregnancy, We will provide a benefit for expenses incurred by any Covered Person for a Hospital Stay and inpatient care for a minimum of forty-eight (48) hours of inpatient care following vaginal delivery and a minimum of ninety-six (96) hours of inpatient care following a cesarean section for a mother, her newly born child, or both, in a Hospital or any other health care facility licensed to provide obstetrical care, when that Hospital Stay is deemed Medically Necessary by the attending Physician, who is a medical doctor.

# 2. PROSTHETIC DEVICE AND RECONSTRUCTIVE SURGERY BENEFIT

We will provide a benefit for the following expenses incurred by You or a covered Family Member for prosthetic devices, breast reconstructive surgery, or both, for a Covered Person incident to a Mastectomy covered under this policy, including:

- 1) Reconstruction of the breast on which the Mastectomy has been performed;
- 2) Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- 3) Prostheses and physical complications from all stages of Mastectomy, including lymphedemas.

To be covered, breast reconstructive surgery must be in the manner chosen by the affected Covered Person's treating Physician, who is a licensed medical doctor or doctor of osteopathy, consistent with prevailing medical standards, and in consultation with the affected Covered Person.

A benefit for prosthetic devices and breast reconstructive surgery covered under this subpart of PART 7 will be paid as follows:

- a. For prosthetic devices and breast reconstructive surgery not covered under PARTS 1-5 of this policy because such care is not being provided in relation to a Sickness, We will consider that Covered Person's prosthetic devices and breast reconstructive surgery as though they were for a new Sickness under this policy.
- b. For prosthetic devices and breast reconstructive surgery not covered under PARTS 1-5 of this policy, nor brought within the scope of coverage based on (a) above, We will pay a sum equal to 80% of the incurred expenses, but not to exceed a maximum benefit of \$500 for prosthetic devices and breast reconstructive surgery for any one Covered Person.

#### 3. CHILD PREVENTIVE HEALTH CARE SERVICES BENEFIT

We will provide a benefit for expenses incurred by You or a covered Family Member for a periodic review related to Child Health Supervision Services for a Covered Person when that Covered Person attains the following ages: birth, two months, four months, six months, nine months, twelve months, eighteen months, two years, three years, four years, five years, six years, eight years, ten years, twelve years, fourteen years, sixteen years and eighteen years. Child Health Supervision Services shall be limited to services provided by or under the supervision of a single Physician or other primary health care provider who is a licensed medical doctor or doctor of osteopathy during the course of one visit.

If the periodic visit is not otherwise covered under another PART of this policy, We will pay a benefit under this subpart of PART 7 in accordance with the following:

- a. For the expenses incurred for the services attributable to a history, physical examination, developmental assessment anticipatory guidance, or any combination thereof, We will make payment as if such services were for a covered Physician's wellness exam payable under PART 4(3). This benefit will be provided for each such periodic visit. The combined amount of payments made during any policy year for any one Covered Person under 16 years of age for Doctor Office Visits payable under PART 4, as stated in the Benefit Schedule, and for periodic visits during which services attributable to a history, physical examination, developmental assessment and anticipatory guidance are provided, payable as set forth herein, shall not exceed the Doctor Office Visit Yearly Maximum stated in the Benefit Schedule.
- b. For the expenses incurred for the services attributable to laboratory tests, We will pay a sum of money equal to 80% of the incurred expenses, not to exceed a maximum benefit of \$250 for each covered periodic visit during which laboratory tests are provided to or for any one Covered Person.
- c. For the expense incurred for covered immunizations for a Covered Person under this subpart of PART 7, We will pay a sum of money equal to 100% of the incurred expense.

Benefits paid under this subpart of PART 7 shall not exceed the reimbursement levels established by the Insurance Commissioner that shall not exceed those established for the same services under the Medicaid program in the State of Arkansas. This benefit is exempt from any deductible provision, but remains subject to all co-pay and coinsurance provisions, of this policy except in regards to immunizations the benefit for which is not subject to any deductible, copayment, or coinsurance provisions of this policy.

#### 4. DIABETES BENEFIT

We will provide a benefit for expenses incurred by a Covered Person for medically appropriate and necessary equipment, supplies, diabetes outpatient self-management training and educational services, or any combination thereof, used in the management and treatment of diabetes for persons with gestational, type I or type II diabetes, if the Covered Person's treating Physician or a Physician who specializes in the treatment of diabetes certifies that such services are necessary.

The diabetes outpatient self-management training and educational services must be provided under the direct supervision of a certified diabetes educator or a board-certified endocrinologist. Any nutrition counseling must be provided by a licensed dietician.

For equipment, supplies, treatment, service, training, or any combination thereof, for diabetes covered under this subpart of PART 7, and not otherwise covered under another PART of this policy, We will pay a sum of money equal to 80% of the incurred charge not to exceed a maximum benefit of \$1,500 during any policy year for all equipment, supplies, treatment, service, or training for diabetes provided that Covered Person.

#### 5. ANESTHESIA AND HOSPITALIZATION FOR DENTAL PROCEDURES BENEFIT

We will provide a benefit for general anesthesia, hospital charges, or both for dental care charges incurred in a Hospital or Ambulatory Surgical Center when the procedure is performed by (i) a fully accredited specialist in pediatric dentistry or other dentist fully accredited in a recognized dental specialty for which Hospital or Ambulatory Surgical Center privileges are granted; (ii) a dentist who is certified by virtue of completion of an accredited program of postgraduate training to be granted Hospital or Ambulatory Surgical Center privileges; or (iii) a dentist who has not yet satisfied certification requirements but has been granted Hospital or Ambulatory Surgical Center privileges; and when the Covered Person receiving such treatment:

- 1) is younger than 7 years of age;
- 2) has a serious mental or physical condition; or
- 3) has significant behavioral problems.

This benefit does not cover routine dental care, including the diagnosis or treatment of disease or other dental conditions and procedures not specifically covered under this subpart of PART 7.

A benefit for anesthesia or facility charges for dental care covered under this subpart of PART 7 will be paid as follows:

- a. For anesthesia or facility charges for dental care not otherwise eligible for coverage under this policy, We will consider that Covered Person's incurred expenses for anesthesia and facility charges for dental care as though they were eligible for coverage under and PART 5 of the policy.
- b. For anesthesia or facility charges for dental care not covered under PARTS 1-5 of this policy, or brought within the scope of coverage based on (a) above, We will pay a sum equal to 80% of the incurred expenses, but not to exceed a maximum benefit of \$100 for all anesthesia and facility charges for dental care provided to any one Covered Person.

#### 6. SPEECH AND HEARING DISORDERS BENEFIT

We will provide a benefit for the expenses incurred for Medically Necessary care and treatment of loss or impairment of speech or hearing, or both if treated by a speech pathologist, audiologist or speech language pathologist licensed by the state board of healing arts or certified by the American Speech-Language and Hearing Association or both, and which fall within the scope of their license or certification. This benefit does not cover hearing aids, instruments or devices.

Benefits for speech and hearing disorders covered under this subpart of PART 7 will be paid as follows:

- a. For speech or hearing treatment or care not covered under PARTS 1-5 of this policy because such treatment or service is not being provided in relation to a covered Sickness, We will consider that Covered Person's speech or hearing treatment as though it was for a covered Sickness under PART 4. The combined amount of payments made for any one Covered Person for Physician Office Visit Benefits payable under PART 4 and speech and hearing disorders benefits payable under this subpart of PART 7 shall not exceed the Physician Office Visit Yearly Maximum shown on the Benefit Schedule for all benefits paid during any one policy year.
- b. For speech or hearing treatment not covered under PARTS 1-5 of this policy, nor brought within the scope of coverage based on (a) above, We will pay a sum of money equal to 80% of the incurred charge, but not to exceed a maximum benefit of \$50 for each visit with a professional described in this subpart for any one Covered Person, and when combined with the Physician Office Visit Benefits payable under PART 4, not to exceed the Physician Office Visit Yearly Maximum shown on the Benefit Schedule for benefits paid during any one policy year.

#### 7. MEDICAL FOODS AND LOW PROTEIN MODIFIED FOOD PRODUCTS BENEFIT

We will provide a benefit for the expense incurred for Medical Foods, Low Protein Modified Food Products, amino acid modified preparations and any other special dietary products and formulas for the treatment of Inherited Metabolic Diseases if the Medical Foods or Low Protein Modified Food Products, amino acid modified preparations and other special dietary products and formulas are prescribed as Medically Necessary for the therapeutic treatment of phenylketonuria, galactosemia, organic acidemias and disorders of amino acid metabolism, and administered under the direction of a Physician.

For benefits for Medical Foods and Low Protein Modified Food Products covered under this subpart of PART 7 that are not otherwise covered under another PART of this policy, We will pay a sum of money equal to 80% of the incurred charge, but not to exceed a maximum benefit of \$2,400 for each Covered Person during any one policy year as provided under the Income Tax Act of 1929.

#### 8. COLORECTAL CANCER SCREENING BENEFIT

We will provide a benefit for the expense incurred for colorectal cancer examinations and laboratory tests for a Covered Person who is 50 years of age or older, at high risk for colorectal cancer according to American Cancer Society colorectal cancer screening guidelines as they existed on January 1, 2005, or experiencing the symptoms of colorectal cancer as determined by a Physician licensed under the Arkansas Medical Practices Act, §17-95-201 et seq., §17-95-301 et seq., and §17-95-401 et seq., including bleeding from the rectum or blood in the stool, or a change in bowel habits, such as diarrhea, constipation, or narrowing of the stool that lasts more than five (5) days. The colorectal screening shall involve an examination of the entire colon, and We will provide a benefit for colorectal cancer screening for any one of the following options:

- 1) An annual fecal occult blood test utilizing the take-home multiple sample method, or an annual fecal immunochemical test in conjunction with a flexible sigmoidoscopy every five (5) years;
- 2) A double-contrast barium enema every five (5) years; or
- 3) A colonoscopy every ten (10) years, and follow-ups based on the following schedule:
  - i. If the initial colonoscopy is normal, a follow-up is covered once every ten (10) years;
  - ii. For individuals with one (1) or more neoplastic polyps, adenomatous polyps, and the initial colonoscopy was complete to the cecum and adequate preparation and removal of all visualized polyps was performed, a follow-up will be covered after three (3) years;
  - iii. If single tubular adenoma of less than one centimeter (1 cm) is found, a follow-up will be covered after five (5) vears; and
  - iv. For patients with large sessile adenomas greater than three centimeters (3 cm), a follow-up will be covered after six (6) months, or continuously until complete polyp removal is verified by colonoscopy.
- 4) Any additional medically recognized screening tests for colorectal cancer required by the Director of the Department of Health determined in consultation with appropriate health care organizations.

Benefits for colorectal cancer screening covered under this subpart of PART 7 will be paid as follows:

- a. For colorectal cancer screening not covered under PARTS 1-5 of this policy because such treatment or service is not being provided in relation to a covered Sickness, We will consider that Covered Person's colorectal cancer testing as though it was for a covered Sickness under PART 4 and PART 5 of this policy.
- b. For colorectal cancer screening not covered under PARTS 1-5 of this policy, nor brought within the scope of coverage based on (a) above, We will pay a sum of money equal to 80% of the incurred charge, but not to exceed a maximum benefit of \$50 for each screening provided a Covered Person.

#### 9. MENTAL ILLNESS BENEFIT

We will provide a benefit for expenses incurred for a Covered Person for the treatment of Mental Illness on an inpatient or outpatient basis. Benefits will be provided to the same extent as any other physical illness covered under this policy.

# 10. TEMPOROMANDIBULAR JOINT DISORDER AND CRANIOMANDIBULAR JAW DISORDER BENEFIT

We will provide coverage for the treatment and care provided to or for a Covered Person for the diagnostic procedure and surgical treatment of temporomandibular and craniomandibular disorder if, under accepted medical standards, such diagnostic procedure or surgery is Medically Necessary to treat conditions caused by a congenital or developmental deformity, disease, disorder, or Injury. A temporomandibular and craniomandibular disorder shall be treated as any other Sickness under this policy, and benefits will be paid under PARTS 1-5 as applicable. However, this policy does not include coverage for orthodontic appliances and treatment, crowns, bridges and dentures unless the disorder is trauma related.

# PART 8 LIMITATIONS AND EXCLUSIONS

Except to the extent specifically and directly provided elsewhere in this policy to the contrary, We will not pay benefits under this policy for:

- 1. Normal pregnancy (including childbirth, false labor, occasional spotting, Physician-prescribed rest, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with a difficult pregnancy which do not constitute a distinct complication of pregnancy) or voluntary termination of pregnancy; or
- 2. Any charges for (1) usual and customary routine nursery care; or (2) well-baby care, immunizations, medical examinations or tests of any kind; or (3) any other usual and customary routine care and treatment following full term or premature birth, not incident and necessary to the treatment of Injury or Sickness (except where specified under Part 7 and all subsections); or
- 3. Convalescent or skilled nursing care in a facility other than a Hospital; educational care; or for nervous or mental disorders; or
- 4. Any dental treatment (except as necessitated by Injury), hearing aids, or eye refractive exams, surgery or treatment; or
- 5. Any inpatient or outpatient Hospital Stay or Intensive Care unit admission, or other care, treatment, services, or supplies for which You or a covered Family Member do not incur a charge; or
- 6. Any outpatient Hospital Stay or Intensive Care unit admission, or other care, treatment, services, or supplies that are not Medically Necessary for diagnosis of or for care, treatment, or services resulting from an Injury or Sickness; or

- 7. Any cosmetic or elective procedures and any related complications; or
- 8. Any expense incurred in excess of the usual, customary, and reasonable charges for any care, treatment, service, or supply in the geographic area where furnished; or
- 9. Professional radiological, pathological or EKG interpretations during an inpatient Hospital Stay; or
- 10. Any rehabilitative care services received at a facility not meeting the definition of a Hospital; or
- 11. Any care, treatment, services, or supplies received outside of the U.S. boundaries; or
- 12. Any Infertility care, treatment or services; or sterilization or reversal of sterilization procedures; or
- 13. Any Sickness that first manifests itself before the effective date of the policy; or
- 14. Any care, treatment, services, or supplies for obesity or morbid obesity, including but not limited to, gastric banding ("lapband"), vertical banded gastroplasty, Roux-en-Y gastric bypass, DISTAL gastric bypass (duodenal switch, biliopancreatic diversion), or stomach stapling procedures, even if the Covered Person has a health condition or conditions that might be benefited thereby; or
- 15. Any care, treatment, services, or supplies for drug abuse or addiction, including alcoholism or overdose of drugs, narcotics, or hallucinogens, unless taken as prescribed by a Physician; or any loss resulting from any Covered Person being under the influence of an intoxicant or a narcotic; or
- 16. Suicide, or treatment of an attempted suicide, or any intentionally self-inflicted Injury, while sane or insane.

#### **POLICY PROVISIONS**

**ELIGIBILITY AND INSURED'S TERMINATION**: You, as the Insured, are the beneficiary of Your covered Family Members. Every transaction relating to this policy shall be between Us and You.

A new Family Member (including husband, wife, or any children under the age of 19 at the time the Policy is issued) will be covered; each new member must be named in the application. Stepchildren and legally adopted children can be included if listed in the application. Any newborn or newly adopted children of the Primary Insured will automatically be a Covered Person from the moment of birth or adoption if such birth or adoption occurs after the Effective Date of the policy. This will also cover children You have filed a petition to adopt. You may apply for coverage on other dependents acquired after the Effective Date of the policy, subject to Our approval.

Coverage on Your children terminate when they marry. It also terminates on the policy anniversary date following their 21st birthday, unless they are still dependent on You due to a physical or mental handicap, or because they are a full-time student under age 23. However, if a dependent child is incapable of self-sustaining employment by reason of mental retardation or physical handicap, and if such disability occurred prior to the first policy anniversary following the child's 21st birthday, then the child will continue to be a Covered Person for as long as such disability continues. Proof of such incapacity or disability must be furnished upon Our request, but not more often than annually.

In the event of Your death or other termination of Your coverage, the following shall successively become the Insured: (1) Your spouse (if Your spouse is a covered Family Member), or (2) Your eldest remaining covered Family Member.

RIGHTS OF A SPOUSE: Should You and Your spouse dissolve Your marriage by a valid decree of dissolution of marriage and the spouse was a covered Family Member, the spouse can apply for and receive, without evidence of insurability, a policy providing coverage not greater than the terminated coverage. To obtain the policy, the spouse must make application to the Company within 60 days following the entry of the decree of dissolution of marriage and pay the appropriate premium for the policy. No waiting or probationary period is required, except to the extent that such period has not been met under the prior policy. PREMIUM PAYMENT: This policy is issued based on the application and the payment of the first premium. A copy of the application is a part of this policy. This policy takes effect at 12 o'clock noon, Standard Time of the place where You reside, and remains in effect until the same hour on the date that the initial term expires.

The effective date of this policy, the first premium, and the date the initial term expires are stated in the POLICY SCHEDULE. All premiums, except the first premium, shall be due and payable at Our Administrative Offices.

**ENTIRE CONTRACT; CHANGES:** This policy, with the application and attached papers, is the entire contract between You and Us. No change in this policy shall be effective until approved by an officer of Us. This approval must be noted on or attached to this policy.

No agent may change this policy or waive any of its provisions.

**TIME LIMIT ON CERTAIN DEFENSES:** After 2 years from the effective date, only fraudulent misstatements in the application may be used to void this policy or deny any claim for loss incurred after the 2-year period.

After 2 years from the date of an endorsement adding a Family Member, other than a newborn or newly adopted child, only fraudulent misstatements in the application may be used to void the endorsement or deny any claim for loss incurred after the 2 year period.

**GRACE PERIOD**: This policy has a 31-day grace period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period, this policy will stay in force.

**REINSTATEMENT**: If the renewal premium is not paid before the grace period ends, this policy will lapse. Later acceptance of the premium by Us without requiring an application for reinstatement will reinstate this policy.

If We require an application, this policy will be reinstated when We approve the application, or on the 45th day after We receive it, unless We have previously written to You of its disapproval.

The reinstated policy will cover only loss that results from an Injury sustained after the date of reinstatement or a Sickness that manifests itself more than 10 days after such date. In all other respects, Your rights and Our rights will remain the same, subject to any provisions noted on or attached to the reinstated policy.

**NOTICE OF CLAIM:** Written notice of claim must be given to Us within 20 days after a covered loss starts or as soon as reasonably possible. The notice can be given to Us at Our Administrative Offices in McKinney, Texas or to Our agent. Notice should include Your name and Your policy number.

**CLAIM FORMS:** When We receive the Notice of Claim, We will send You forms for filing proof of loss. If these forms are not given to You within 15 days, You may meet the proof of loss requirements by giving Us a written statement of the nature and extent of the loss within the time limit stated in the PROOFS OF LOSS Provision.

**PROOFS OF LOSS:** You must give Us written proof of loss to Our satisfaction within 90 days after the date of such loss. If it was not reasonably possible to give written proof in the time required, We will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than 1 year from the time specified unless You were legally incapacitated.

**TIME OF PAYMENT OF CLAIMS:** After receiving proper written proof of loss satisfactory to Us, We will pay to You, or at Our option to the Hospital, doctor, or person rendering services covered by this policy, all benefits then due for such loss.

**PAYMENT OF CLAIMS:** Benefits will be paid, after receiving a claim form and proper written proof of loss satisfactory to Us, to You, or at Our option to the Hospital, doctor, or person providing care, treatment, services, or supplies covered by this policy. Any benefit unpaid at death may be paid to Your named beneficiary or, at Our option, to Your estate. If benefits are payable to Your estate, We can pay benefits up to \$3,000 to someone related to You by blood or marriage whom We consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

**PHYSICAL EXAMINATIONS**: We, at Our expense, have the right to have You or a covered Family Member examined as often as reasonably necessary while a claim is pending.

**NONDUPLICATION OF COVERAGE**: The benefits payable under this policy shall be excess over benefits paid or payable or required to be provided:

- 1. under any workers' compensation, occupational disease, employers' liability or similar law;
- 2. under any motor vehicle no-fault plan or coverage or similar law; and
- 3. under any national, state, or other governmental plan not limited to governmental employees or their families, such as Medicare or Medicaid.

**REFUND OF UNEARNED PREMIUMS ON DEATH:** Upon the death of a Family Member insured under this policy, We will refund any premiums paid in behalf of the member, for any period beyond the ending of the policy month the death occurred, within 30 days after We receive proof of death.

**SUBROGATION; REIMBURSEMENT**: You agree that, to the extent of the benefits paid under this policy, We shall be subrogated to all Your rights to damages or recovery for any Injury or Sickness, or any care, treatment, services, or supplies provided, for which a third party or parties, or their insurance carrier(s), are or may be liable or responsible. You agree to repay Us first out of any monies You receive or recover by settlement, judgment or otherwise, regardless of whether You are fully compensated for Your losses and damages. In the event that We retain Our own attorney to represent Our subrogation interest, We will not be responsible for paying a portion of Your attorney fees or costs.

You assign to Us Your claims and rights against all liable or responsible third party or parties and their insurance carrier(s) to the extent of Our payments, and shall do nothing after the loss to prejudice Our subrogation rights. Entering into a settlement or compromise arrangement with a third party or parties, or their insurance carrier(s), without Our prior written consent, shall be deemed to prejudice Our subrogation rights. You shall promptly advise Us in writing whenever a claim or demand against a third party or parties, or their insurance carrier(s), is made, and shall further provide to Us such additional information and execute and deliver such instruments or papers as are reasonably requested by Us to secure Our subrogation rights. You agree to fully cooperate in protecting Our subrogation rights against the liable or responsible third party or parties, and their insurance carrier(s).

**LEGAL ACTIONS:** No legal action may be brought to recover on this policy within 60 days after written proof of loss has been given as required by this policy. No such action may be brought after the expiration of the applicable statute of limitations from the time written proof of the claim is required to be given.

**CONFORMITY WITH STATE STATUTES**: Any provision of this policy which, on its effective date, is in conflict with the laws of the state in which You reside on that date, is amended to conform to the minimum requirements of such laws.

**ASSIGNMENT**: No assignment under this policy shall be binding upon Us unless the original written assignment (or a copy thereof) is on file at Our Administrative Offices. At Our option, We may waive this requirement. We do not assume any responsibility for the validity of any assignment.

This policy is signed for Us by Our President and Secretary.

Secretary

President

Countersigned:

Licensed Resident Agent where required by law.

#### BENEFIT SCHEDULE

PART 1	PART 4	
Surgeon Benefit Limit up to \$ [3,000.00]	{Doctor Office Visit Benefit 80% up to \$	[25.00]}
Surgery Conversion Factor [54]	{Wellness Exam Benefit 80% up to \$	[50.00]}
PART 2	{Doctor Visit Copay (Primary Care Physician) . \$	[35.00]}
Radiation Therapy Benefit up to \$ [5,000.00]	{Doctor Visit Copay (Specialist)\$	[35.00]}
PART 3	{Doctor Office Visit Yearly Maximum \$	[250.00]}
Ambulance Benefit	PART 5	
	Outpatient Expense Benefit 80% up to \$	[250.00]
	{Outpatient Deductible Amount \$	[100.00]}

# {PART 4

#### **DOCTOR OFFICE VISIT BENEFIT**

We will pay benefits for expenses incurred by You or a covered Family Member, in excess of the Doctor Visit Copay stated in the Benefit Schedule, for outpatient care, treatment, and services by a Doctor provided to or for You or a covered Family Member at the Doctor's office, clinic, a Hospital (on an outpatient basis), or at place of residence according to the following:

- 1. For Medically Necessary care, treatment, and services resulting from an Injury or Sickness which does not require a Surgical Procedure, We will pay a benefit at the rate of 100% of the fee charged by the Doctor, in excess of the Doctor Visit Copay, but, in no event will the benefit payable for such care, treatment, and services be more than the Doctor Office Visit Benefit stated in the Benefit Schedule. Only one Doctor's care, treatment, and services for a single visit will be paid per day, regardless of the number of Doctors providing care, treatment, and services to or for You or the covered Family Member;
- 2. For Medically Necessary care, treatment, and services resulting from any one Injury or Sickness which requires a Surgical Procedure, We will pay an amount equal to the greater of the applicable Surgeon Benefit in PART 1 or the total of the benefit in (1) above which would otherwise be payable; and
- 3. For a physical wellness exam in the absence of Injury or Sickness, We will pay a benefit at the rate of 100% of the fee charged by the Doctor, in excess of the Doctor Visit Copay, but, in no event will the benefit payable for any physical wellness exam performed exceed the Wellness Exam Benefit stated in the Benefit Schedule. Each Covered Person will be entitled to one physical wellness exam per policy year.

The total benefits payable under this PART 4 shall not to exceed the Doctor Office Visit Yearly Maximum stated in the Benefit Schedule during any policy year.

[The Doctor Visit Copay shall vary, as reflected in the Benefit Schedule, depending on whether the treating Doctor is a Primary Care Physician or Specialist.] }

#### BENEFIT SCHEDULE

PART 1	PART 4
Surgeon Benefit Limit up to \$ [3,000.00]	{Doctor Office Visit Benefit up to \$ [200.00]}
Surgery Conversion Factor [54]	{Wellness Exam Benefit up to \$ [200.00]}
PART 2	{Doctor Visit Copay (Primary Care Physician) .\$ [35.00]}
Radiation Therapy Benefit up to \$ [5,000.00]	{Doctor Visit Copay (Specialist)\$ [50.00]}
PART 3	{Doctor Office Visit Yearly Maximum [6] Visits}
Ambulance Benefit up to \$ [200.00]	PART 5
	Outpatient Expense Benefit 80% up to \$ [250.00]
	{Outpatient Deductible Amount [100.00]}

#### {PART 4

#### **DOCTOR OFFICE VISIT BENEFIT**

We will pay benefits for expenses incurred by You or a covered Family Member, in excess of the Doctor Visit Copay stated in the Benefit Schedule, for outpatient care, treatment, and services by a Doctor provided to or for You or a covered Family Member at the Doctor's office, clinic, a Hospital (on an outpatient basis), or at place of residence according to the following:

- 1. For Medically Necessary care, treatment, and services resulting from an Injury or Sickness which does not require Surgical Procedure, We will pay a benefit at the rate of 100% of the fee charged by the Doctor, in excess of the Doctor Visit Copay, but, in no event will the benefit payable for such care, treatment and services be more than the Doctor Office Visit Benefit stated in the Benefit Schedule, Only one Doctor's care, treatment, and services for a single visit will be paid per day, regardless of the number of Doctors providing care, treatment, and services to or for You or the covered Family Member;
- 2. For Medically Necessary care, treatment, and services resulting from any one Injury or Sickness which requires a Surgical Procedure, We will pay an amount equal to the greater of the applicable Surgeon Benefit in PART 1 or the total of the benefit in (1) above which would otherwise be payable; and
- 3. For a physical wellness exam in the absence of Injury or Sickness, We will pay a benefit as the rate of 100% of the fee charged by the Doctor, in excess of the Doctor Visit Copay, but, in no event will the benefit payable for any physical wellness exam performed exceed the Wellness Exam Benefit stated in the Benefit Schedule. Each Covered Person will be entitled to one physical wellness exam per policy year.

The total number of Doctor visits for which benefits are payable under this PART 4 shall not exceed the Doctor Office Visit Yearly Maximum stated in the Benefit Schedule during any policy year.

[The Doctor Visit Copay shall vary, as reflected in the Benefit Schedule, depending on whether the treating Doctor is a Primary Care Physician or Specialist.] }

Company Tracking Number: GSP3A

TOI: H151 Individual Health - Sub-TOI: H151.001 Health - Hospital/Surgical/Medical

Hospital/Surgical/Medical Expense Expense

Product Name: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY

Project Name/Number: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY/GSP3A

# **Rate Information**

Rate data does NOT apply to filing.

Company Tracking Number: GSP3A

TOI: H151 Individual Health - Sub-TOI: H151.001 Health - Hospital/Surgical/Medical

Hospital/Surgical/Medical Expense Expense

Product Name: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY

Project Name/Number: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY/GSP3A

# Rate/Rule Schedule

Review Document Name: Affected Form Rate Rate ActionInformation: Attachments

Status: Numbers: Action:\*

(Separated with

commas)

Approved- Proposed Annual GSP3A New GSP3A - Rates -

Closed Premium Rates AR.pdf

# **UNITED AMERICAN INSURANCE COMPANY**

McKinney, Texas

#### Policy Form GSP3A Limited Benefit Surgical and Medical Expense Policy

#### 2008 NEW PRODUCT FILING

#### **ARKANSAS**

#### **Proposed Annual Premium Rates**

		Proposed Rates	
Benefit Description	Issue Age	Male	Female
	CHILD (00-17)	84.92	84.92
Surgical Procedure Benefits	18-25	97.02	109,34
·	26-30	104.50	156.97
Maximum Benefit:	31-35	121.44	196.35
\$3,000 for Surgeon	36-40	161.59	237.38
\$600 for Ass't Surgeon	41-45	220.77	280.50
\$750 for Anesthetist	46-50	271.48	317.35
	51-55	322.74	360.69
	56-60	374.66	399,63
	61-63	407.00	417.01
	CHILD (00-17)	195.25	195,25
Outpatient Expense Benefit	18-25	178.20	286.00
,,	26-30	193.27	322.52
\$0 Deductible	31-35	198.55	365.20
\$250 Maximum Benefit	36-40	209.11	396.55
•	41-45	222.09	415.03
	46-50	231.88	419.10
	51-55	244.86	419.32
	56-60	262.24	419.32
	61-63	276.76	419.76
	CHILD (00-17)	185.46	185,46
Doctor Office Visit Benefit	18-25	99.33	217.36
******	26-30	112.64	224.95
Maximum \$25 per visit;	31-35	121.88	228.14
\$50 Wellness Exam Benefit per Policy Year;	36-40	129.47	230.34
\$250 Maximum Benefit per Policy Year	41-45	135.41	231.00
• •	46-50	138.38	231.00
	51-55	142.67	231.00
	56-60	149,71	231.00
	61-63	154.55	231.00
	CHILD (00-17)	1,54	1.54
Radiation Therapy Benefit	18-25	2.42	2.31
• **	26-30	3.19	3.19
\$5,000 Maximum Benefit	31-35	3.96	4.07
•	36-40	4,95	5.28
	41-45	6.38	8.14
	46-50	9.13	11.99
	51-55	15.62	17.49
	56-60	24.20	23.76
	61-63	28.82	24.75
	CHILD (00-17)	2.53	2.53
Other Miscellaneous Benefits	18-25	2.64	2.20
	26-30	2.64	2.20
Ambulance Benefit - \$200	31-35	2.75	2.20
Refund of Premium upon Accidental Death	36-40	3.19	2.31
•	41-45	3.74	2.86
	46-50	4.18	3.52
	51-55	4.84	3.96
•	56-60	5.50	5.17
	61-63	7.26	5.50

These rates will be discounted 10% when husband and wife are covered under the same policy

Modal Premium Factors:

Annual	1.000
Semiannual	0.520
Quarterly	0.265
Monthly	1/11

Modal Premium = (Annual Premium) x (Modal Premium Factor)

# **UNITED AMERICAN INSURANCE COMPANY**

McKinney, Texas

Policy Form GSP3A Limited Benefit Surgical and Medical Expense Policy

#### 2008 NEW PRODUCT FILING

#### ARKANSAS

# **Proposed Annual Premium Rates**

	<u></u>	Proposed Rates	
Benefit Description	Issue Age	Male	Female
	CHILD (00-17)	59.62	59.62
Mandated Benefits	18-25	3.08	2.09
	26-30	3.08	2.09
	31-3 <del>5</del>	3.08	2.09
	36-40	3.08	2.09
	41-45	3.08	4.07
	46-50	3,08	4.07
	51-55	3.08	4.07
	56-60	3.08	4.07
	61-63	3.08	4.07

These rates will be discounted 10% when husband and wife are covered under the same policy

Modal Premium Factors:

Annual	1.000
Semiannual	0.520
Quarterly	0.265
Monthly	1/11

Modal Premium = (Annual Premium) x (Modal Premium Factor)

SERFF Tracking Number: AMLC-125868736 State: Arkansas
Filing Company: United American Insurance Company State Tracking Number: 40791

Company Tracking Number: GSP3A

TOI: H151 Individual Health - Sub-TOI: H151.001 Health - Hospital/Surgical/Medical

Hospital/Surgical/Medical Expense Expense

Product Name: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY

Project Name/Number: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY/GSP3A

# **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Certification/Notice Approved-Closed 01/20/2009

Comments: Attachment:

AR GSP3A - Readibility Certification.pdf

**Review Status:** 

Satisfied -Name: Application Approved-Closed 01/20/2009

**Comments:** 

The application to be used with policy form GSP3A is form UNIV and UNIV-ODF. These applications have been approved for use by your department on 08/27/2008. The SERF Filing # is AMLC-125754231.

**Review Status:** 

Satisfied -Name: Outline of Coverage Approved-Closed 01/20/2009

Comments: Attachment: DS-GSP3A.pdf

# **CERTIFICATION**

This is to certify that the attached Policy Form	GSP3A	has achieved a Flesch
Reading Ease Score of 54	and o	complies with the requirements of
Arkansas Stat. Ann. SS66-3251 through 66-325	8, cited as the	Life and Disability Insurance Policy
Language Simplification Act.		
Aluko	AJ Llan	Land
Michael J. Gais	sbauer, Vice Pi	resident
SUPPLEMENTAL FORMS		SCORE

# UNITED AMERICAN INSURANCE COMPANY

P. O. BOX 8080, MCKINNEY, TEXAS 75070 (972) 529-5085 A Legal Reserve Stock Company \* Administrative Offices: McKinney, Texas

**OUTLINE OF COVERAGE** - Retain This Form For Your Records. LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE COVERAGE

#### **POLICY FORM GSP3A**

**Read Your Policy Carefully** - This outline of coverage provides a very brief description of the important features of Your policy. This outline of coverage is not the insurance contract and only the actual policy provisions will control Your benefits. The policy itself sets forth, in detail, the rights and obligations of both You and Your insurance company. It is, therefore, important that You READ YOUR POLICY CAREFULLY!

Limited Benefit Surgical and Medical Expense Coverage - Policies of this category are designed to provide, to persons insured, coverage for hospital and surgical expenses incurred as a result of a covered Injury or Sickness. Coverage is provided for Hospital outpatient services, surgical services, anesthesia services, and other medical services, subject to any limitations, deductibles, co-insurance and co-payment requirements set forth in the policy. Coverage is not provided for unlimited Hospital, surgical or medical expenses.

BENEFITS - Eligible Surgical and Medical Expenses. Benefits listed below are subject to the applicable deductibles, coinsurance and copays, and benefit amounts shown in Your policy Benefit Schedule.

- 5. Outpatient Expense Benefit, up to \_\_\_\_\_\_\_\_[\$250.00]
  We will pay benefits at the rate of 80% of expenses incurred (in excess of the Outpatient Deductible stated in the Benefit Schedule) for outpatient services and treatment including outpatient Hospital expense, diagnostic imaging and laboratory tests, due to a covered Injury or Sickness. We will not pay more than the Outpatient Expense Benefit shown in the Benefit Schedule for all such expenses incurred in relation to any one Injury or Sickness.
- 6. Refund of Premiums for Loss of Life from Accidental Injury We will refund the premiums paid for Your individual coverage under this policy if You die due to an Injury while Your coverage is in force or effect. We will refund to You the premiums paid under this policy for the coverage of a covered Family Member if that member dies due to an Injury while their coverage is in force or effect. Death must occur within 180 days of the Injury.

YOUR POLICY MAY CONTAIN OTHER BENEFITS MANDATED BY YOUR STATE. REFER TO PART 7 OF YOUR POLICY.

DS-GSP3A Page 1

#### LIMITATIONS AND EXCLUSIONS

Except to the extent specifically and directly provided elsewhere in this policy to the contrary, We will not pay benefits under this policy for:

- 1. Normal pregnancy (including childbirth, false labor, occasional spotting, Physician-prescribed rest, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with a difficult pregnancy which do not constitute a distinct complication of pregnancy) or voluntary termination of pregnancy; or
- 2. Any charges for (1) usual and customary routine nursery care; or (2) well-baby care, immunizations, medical examinations or tests of any kind; or (3) any other usual and customary routine care and treatment following full term or premature birth, not incident and necessary to the treatment of Injury or Sickness; or
- 3. Convalescent or skilled nursing care in a facility other than a Hospital; educational care; or for nervous or mental disorders; or
- Any dental treatment (except as necessitated by Injury), hearing aids, or eye refractive exams, surgery or treatment;
- 5. Any inpatient or outpatient Hospital Stay or Intensive Care unit admission, or other care, treatment, services, or supplies for which You or a covered Family Member do not incur a charge; or
- 6. Any outpatient Hospital Stay or Intensive Care unit admission, or other care, treatment, services, or supplies that are not Medically Necessary for diagnosis of or for care, treatment, or services resulting from an Injury or Sickness; or
- 7. Any cosmetic or elective procedures and any related complications; or
- 8. Any expense incurred in excess of the usual, customary, and reasonable charges for any care, treatment, service, or supply in the geographic area where furnished; or
- 9. Professional radiological, pathological or EKG interpretations during an inpatient Hospital Stay; or
- 10. Any rehabilitative care services received at a facility not meeting the definition of a Hospital; or
- 11. Any care, treatment, services, or supplies received outside of the U.S. boundaries; or
- 12. Any Infertility care, treatment or services; or sterilization or reversal of sterilization procedures; or
- 13. Any Sickness that first manifests itself before the effective date of the policy; or
- 14. Any care, treatment, services, or supplies for obesity or morbid obesity, including but not limited to, gastric banding ("lapband"), vertical banded gastroplasty, Roux-en-Y gastric bypass, DISTAL gastric bypass (duodenal switch, biliopancreatic diversion), or stomach stapling procedures, even if the Covered Person has a health condition or conditions that might be benefited thereby; or
- 15. Any care, treatment, services, or supplies for drug abuse or addiction, including alcoholism or overdose of drugs, narcotics, or hallucinogens, unless taken as prescribed by a Physician; or any loss resulting from any Covered Person being under the influence of an intoxicant or a narcotic; or
- 16. Suicide, or treatment of an attempted suicide, or any intentionally self-inflicted Injury, while sane or insane.

### RENEWAL AGREEMENT

You can continue this policy in force for successive renewal terms of 1 month, 3 months, 6 months, or 12 months by paying appropriate renewal premiums before the end of the grace period. The appropriate renewal premiums will be those under Our applicable table of premium rates that is in effect on the respective due dates of the premiums. We have the right to change the renewal premiums for this policy when We change, and in accordance with, Our table of premium rates applicable to all policies of this form and class. Class is based on benefit amounts, persons covered under the policy, state of issue, age at issue, gender, underwriting group and geographic rating area. We also have the right to change the renewal premiums for this policy when the persons covered under the policy change, in accordance with the table of premium rates applicable to all policies of this form and class.

A grace period of 31 days will be granted for the payment of each renewal premium. The policy will stay in force during the grace period.

PREMIUM				
Your premium fo	r the policy is monthly \$	, quarterly \$	, semi-annually \$	, or annually
\$	You pay a one time policy fee	of \$		

DS-GSP3A Page 2

SERFF Tracking Number: AMLC-125868736 State: Arkansas
Filing Company: United American Insurance Company State Tracking Number: 40791

Company Tracking Number: GSP3A

TOI: H151 Individual Health - Sub-TOI: H151.001 Health - Hospital/Surgical/Medical

Hospital/Surgical/Medical Expense Expense

Product Name: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY

Project Name/Number: LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY/GSP3A

# **Superseded Attachments**

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY	, 12/17/2008 ,	GSP3A-AR.pdf GSP3A- AddSchPgs.pdf
No original date	Form	LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY	11/04/2008	GSP3A-AR.pdf GSP3A- AddSchPgs.pdf
No original date	Rate and Rule	Proposed Annual Premium Rates	11/04/2008	GSP3A Rate Pages - AR.xls.pdf

# **UNITED AMERICAN INSURANCE COMPANY**

McKinney, Texas

#### Policy Form GSP3A Limited Benefit Surgical and Medical Expense Policy

#### **2008 NEW PRODUCT FILING**

#### **ARKANSAS**

# **Proposed Annual Premium Rates**

		Proposed	Rates
Benefit Description	Issue Age	Male	Female
	CHILD (00-17)	82.39	82.39
Surgical Procedure Benefits	18-25	94.27	106.15
	26-30	101.53	152.35
Maximum Benefit:	31-35	117.92	190.63
\$3,000 for Surgeon	36-40	156.86	230.45
\$600 for Ass't Surgeon	41-45	214.39	272.25
\$750 for Anesthetist	46-50	263.56	308.11
	51-55	313.39	350.24
	56-60	363.77	388.08
	61-63	395.12	404.80
	O B (00 4=)	400 =0	
	CHILD (00-17)	189.53	189.53
Outpatient Expense Benefit	18-25	173.03	277.64
00 D . 1 (11 L)	26-30	187.66	313.17
\$0 Deductible	31-35	192.72	354.53
\$250 Maximum Benefit	36-40	203.06	385.00
	41-45	215.60	402.93
	46-50	225.17	406.89
	51-55	237.71	407.11
	56-60	254.54	407.11
	61-63	268.62	407.55
	CHILD (00-17)	180.07	180.07
Doctor Office Visit Benefit	18-25	96.47	210.98
	26-30	109.34	218.35
Maximum \$25 per visit;	31-35	118.36	221.54
\$50 Wellness Exam Benefit per Policy Year;	36-40	125.73	223.63
\$250 Maximum Benefit per Policy Year	41-45	131.45	224.29
	46-50	134.31	224.29
	51-55	138.49	224.29
	56-60	145.31	224.29
	61-63	150.04	224.29
	CHILD (00-17)	1.43	1.43
Radiation Therapy Benefit	18-25	2.31	2.20
	26-30	3.08	3.08
\$5,000 Maximum Benefit	31-35	3.85	3.96
•	36-40	4.73	5.17
	41-45	6.16	7.92
	46-50	8.91	11.55
	51-55	15.18	16.94
	56-60	23.43	22.99
	61-63	28.05	24.09
	CHILD (00-17)	2.42	2.42
Other Miscellaneous Benefits	18-25	2.53	2.09
other integrational periodic	26-30	2.53	2.09
Ambulance Benefit - \$200	31-35	2.75	2.20
Refund of Premium upon Accidental Death	36-40	3.08	2.31
	41-45	3.63	2.75
	46-50	4.07	3.41
	51-55	4.73	3.85
	56-60	5.39	5.06
	61-63	7.04	5.28

These rates will be discounted 10% when husband and wife are covered under the same policy A 3% trend increase will be applied to these rates semi-annually. The first trend increase will be effective July 1, 2009.

#### **Modal Premium Factors:**

Annual	1.000
Semiannual	0.520
Quarterly	0.265
Monthly	1/11

Modal Premium = (Annual Premium) x (Modal Premium Factor)

# **UNITED AMERICAN INSURANCE COMPANY**

McKinney, Texas

#### Policy Form GSP3A Limited Benefit Surgical and Medical Expense Policy

#### **2008 NEW PRODUCT FILING**

#### **ARKANSAS**

# **Proposed Annual Premium Rates**

		Proposed	Rates
Benefit Description	Issue Age	Male	Female
	CHILD (00-17)	57.86	57.86
Mandated Benefits	18-25	2.97	1.98
	26-30	2.97	1.98
	31-35	2.97	1.98
	36-40	2.97	1.98
	41-45	2.97	3.96
	46-50	2.97	3.96
	51-55	2.97	3.96
	56-60	2.97	3.96
	61-63	2.97	3.96

These rates will be discounted 10% when husband and wife are covered under the same policy A 3% trend increase will be applied to these rates semi-annually. The first trend increase will be effective July 1, 2009.

#### **Modal Premium Factors:**

Annual	1.000
Semiannual	0.520
Quarterly	0.265
Monthly	1/11

Modal Premium = (Annual Premium) x (Modal Premium Factor)

# LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY GUARANTEED RENEWABLE FOR YOU AND EACH COVERED FAMILY MEMBER AS STATED IN THE RENEWAL AGREEMENT. COMPANY CANNOT CANCEL POLICY. COMPANY MAY CHANGE PREMIUM RATES BY CLASS.

# UNITED AMERICAN INSURANCE COMPANY

P. O. BOX 8080, MCKINNEY, TEXAS 75070 (972) 529-5085 A Legal Reserve Stock Company \* Administrative Offices: McKinney, Texas

#### **30-DAY RIGHT TO EXAMINE POLICY**

If You are not satisfied with this policy for any reason, return it to Our Administrative Offices or to the agent within 30 days after You receive it. Any premium You paid will be refunded. The policy will be void from the beginning. It will be as if no policy had been issued.

#### RENEWAL AGREEMENT

You can continue this policy in force for successive renewal terms of 1 month, 3 months, 6 months, or 12 months by paying appropriate renewal premiums before the end of the grace period. The appropriate renewal premiums will be those under Our applicable table of premium rates that is in effect on the respective due dates of the premiums. We have the right to change the renewal premiums for this policy when We change, and in accordance with, Our table of premium rates applicable to all policies of this form and class. Class is based on benefit amounts, persons covered under the policy, state of issue, age at issue, gender, underwriting group and geographic rating area. We also have the right to change the renewal premiums for this policy when the persons covered under the policy change, in accordance with the table of premium rates applicable to all policies of this form and class.

# **BENEFIT SCHEDULE**

PART 1	PART 4	
Surgeon Benefit Limit up to \$ [3,000.00]	{Doctor Office Visit Benefit 80% up to \$	[25.00]}
Surgery Conversion Factor	Wellness Exam Benefit 80% up to \$	[50.00]}
PART 2	{Doctor Office Visit Yearly Maximum \$	[250.00]}
Radiation Therapy Benefit up to \$ [5,000.00]	PART 5	
PART 3	Outpatient Expense Benefit 80% up to \$	[250.00]
Ambulance Benefit up to \$ [200.00]	{Outpatient Deductible Amount \$	[100.00]}

	P	OLICY SCHEDULE		
INSURED	POLICY	<b>EFFECTIVE</b>	INITIAL TERM	INITIAL
	NUMBER	DATE	<b>EXPIRES ON</b>	PREMIUM
[John Doe	12345678	09-01-08	10-01-08	\$100.00]

#### ADDITIONAL BENEFIT RIDERS

[Critical Illness Benefit Rider] [Accident Benefit Rider] [Cancer Benefit Rider]

The Policy Schedule includes premiums for additional benefit riders, if any.

#### **INSURING CLAUSE**

The Company insures You against specified losses incurred by a Covered Person. Benefits payable under this policy, subject to all of its provisions, limitations and exclusions, will be paid to You or, at Our option, to the Hospital, Physician, or person providing any care, treatment, service, or supply covered by this policy. For the purpose of determining benefits payable for a particular Sickness of a Covered Person after the applicable benefit limits for that Sickness have been paid by the Company, it shall be considered a new Sickness, which is then again covered under this policy, if the Covered Person goes without a Physician's advice or treatment for that particular Sickness for a period of 24 consecutive months. Our obligation to make payment under this policy for any particular Sickness or Injury shall not exceed the amounts disclosed in the Benefit Schedule or described elsewhere in this policy. A benefit will only be due and payable when a Covered Person is obligated to pay a charge that is incurred for any covered care, treatment, service, or supply, or combination thereof, provided to or for a Covered Person while this policy is in force. An expense or charge is incurred on the date the care, treatment, service, or supply is provided.

#### PRE-EXISTING CONDITION LIMITATION

This policy does not insure You against loss incurred by You or a covered Family Member during the 12 months immediately after the effective date of this policy if that loss results from a Pre-Existing Condition. In addition, any Pre-Existing Condition listed on the application is not covered for the first 12 months after the policy effective date. Conditions, illnesses, diseases, disorders, or injuries specifically excluded by rider are never covered.

	TABLE O	F CONTENTS	
	Page		Page
30-Day Right To Examine Policy	1	Doctor Office Visit Benefit	5
Renewal Agreement	1	Outpatient Expense Benefit	5
Insuring Clause	2	Refund Of Premiums For Loss Of Life	
Pre-Existing Condition Limitation	2	From Accidental Injury	5
Definitions		Other Benefits	6
Surgical Procedure Benefits	4	Limitations and Exclusions	6
Radiation Therapy Benefit	4	Policy Provisions	7
Ambulance Benefit	5		

#### DEFINITIONS

Where used in this policy:

**ACCIDENT** and **ACCIDENTAL** means that which happens by chance or fortuitously, without intention or design, and which is unexpected, unusual and unforeseen.

**AMBULATORY SURGICAL CENTER** means a freestanding facility, other than a Physician's office, where surgical and diagnostic services are provided on an ambulatory basis.

CHILD PREVENTIVE HEALTH CARE SERVICES means Physician-delivered or Physician-supervised services for covered dependents from birth through eighteen (18) years of age that are provided for Periodic Preventive Care Visits, including medical history, physical examination, developmental assessment, anticipatory guidance and appropriate immunizations and laboratory tests, in keeping with prevailing medical standards.

**COVERED PERSON** means You or any covered Family Member.

**DIABETES SELF-MANAGEMENT TRAINING** means instruction in an inpatient or outpatient setting which enables diabetic patients to understand the diabetic management process and daily management of diabetic therapy as a method of avoiding frequent hospitalizations and complications. Such instruction is provided in accordance with a program in compliance with the National Standards for Diabetes Self-Management Education Program as developed by the American Diabetes Association.

**FAMILY MEMBER** means a person who is named in the application for coverage under this policy, other than the Proposed Insured, or a person who has been added in accordance with the ELIGIBILITY AND INSURED'S TERMINATION provision.

**HOSPITAL** means a medical facility, operated pursuant to law, which: (1) is primarily and continuously engaged in providing medical and diagnostic care for the treatment of sick or injured persons on an acute care inpatient basis under the supervision of one or more licensed Physicians for which a charge is made; and (2) provides 24-hour nursing service by or under the supervision of a Registered Nurse (R.N.). "Hospital" does not mean a facility or special unit of a facility primarily operated as: (a) a convalescent, skilled nursing, swing bed, or other nursing facility; (b) a facility or special unit of a facility primarily affording rehabilitative care; or (c) a facility or special unit of a facility primarily affording care or treatment for the aged, or for chemical dependency, alcohol abuse, or mental or nervous disorder.

**HOSPITAL STAY** means one day or more of inpatient confinement within a Hospital, and under the care of a Physician, for which a charge for room and board is incurred due to an Injury or Sickness.

**INHERITED METABOLIC DISEASE** means a disease caused by an inherited abnormality of body chemistry.

**INJURY** means accidental bodily injury sustained by a Covered Person which is the direct cause independently of disease, bodily infirmity or other cause of the loss and occurs while the insurance is in force.

**INTENSIVE CARE** means care which is provided within a separate area or unit of a Hospital that has been set aside for care of the critically ill or injured. The area or unit must have special monitoring equipment for the use of Physicians, nurses or other medical specialists assisting in the unit. Intensive Care does not include: step-down, isolation, telemetry, or post-intensive care units of a Hospital.

# LOW PROTEIN MODIFIED FOOD PRODUCT means a food product that is:

- 1. Specially formulated to have less than one (1) gram of protein per serving; and
- 2. Intended to be used under the direction of a Physician for the dietary treatment of an Inherited Metabolic Disease.

**MASTECTOMY** means the removal of all or part of the breast for Medically Necessary reasons as determined by a Physician who is licensed as a medical doctor or doctor of osteopathy.

#### **MEDICALLY NECESSARY** means:

- 1) consistent with the symptoms or diagnosis and treatment of Your or a covered Family Member's Sickness or Injury; and
- 2) appropriate with regard to the standards of good medical practice; and
- 3) the most appropriate level of service that can be safely provided to You or a covered Family Member.

In order to determine that care is Medically Necessary, We reserve the right to obtain, at Our expense, a second opinion from a Physician who (a) is not an employee or owner of a facility or agency from which You or a covered Family Member receive care, and (b) specializes in the condition that is the subject of Your claim.

MENTAL ILLNESS means psychosis, neurosis or an emotional disorder.

**PERIODIC PREVENTIVE CARE VISITS** means the routine tests and procedures for the purpose of detection of abnormalities or malfunctions of bodily systems and parts according to accepted medical practice.

**PHYSICIAN** and **DOCTOR** mean a person duly licensed in the United States and duly qualified to provide care, treatment, services, or supplies for the Injury or Sickness that is the subject of Your claim, or for the additional conditions or disorders, or diagnostic services, which are specifically covered under PART 4 of this policy, Physician or Doctor does not include You or any member of Your household or immediate family. Primary Care Physician means a Physician who provides basic diagnosis and treatment of common illnesses and medical conditions. A Specialist means a Physician who provides diagnosis and treatment for a specific specialty of medicine for which he or she has received additional education, training and experience.

PRE-EXISTING CONDITION means any medical condition, illness, disease, disorder, or Injury for which symptoms existed that would cause an ordinarily prudent person to seek medical advice, diagnosis, care, or treatment within the 12 month period immediately prior to the effective date of Your or the covered Family Member's coverage under this policy. It also means any medical condition, illness, disease, disorder, or Injury for which You or the covered Family Member did receive treatment or medical advice during the 12 month period immediately prior to Your or the covered Family Member's effective date of coverage under this policy. Pre-existing condition will include any medical condition, illness, disease, disorder, or Injury listed on Your application for You or a covered Family Member, which occurred within the 12 month period immediately prior to the effective date of Your or the covered Family Member's coverage under this policy, irrespective of whether a rider has been issued. It also means a pregnancy existing at any time prior to, and which continues to exist as of, the Effective Date of Your or the covered Family Member's coverage under this policy.

**RADIATION THERAPY** means the treatment of a Sickness by application of roentgen rays, radium, ultraviolet, and other radiations.

**RELATIVE VALUE UNITS** means the total unit value of the service, including all three components: Physician work, facility practice expense, and professional liability expense, as contained in the national Resource-Based Relative Value Schedule (RBRVS).

**RESOURCE-BASED RELATIVE VALUE SCHEDULE (RBRVS)** means the scale of relative values for medical and surgical procedures that is maintained and updated by the Centers for Medicare and Medicaid Services with input from the AMA/Specialty Society Relative Value Scale Committee (RUC).

**SICKNESS** means a medical condition, illness, disease, or disorder which first manifests itself more than 30 days after the Effective Date of the policy and while this policy is in force. Sickness includes continuations and reoccurrences of the medical condition, illness, disease, or disorder, and all general conditions associated with, related to, or caused by the medical condition, illness, disease, or disorder.

**SURGICAL PROCEDURE** means the performance of generally accepted operative and cutting procedures, including surgical diagnostic procedures, endoscopic examinations, and any one procedure designated by Current Procedural Terminology codes as surgery, except that venipuncture for the collection of blood for the purpose of performing a test shall not be considered a surgery. Surgical Procedure shall also include all post-operative care for the 90-day period following surgery.

WE, US, OUR and COMPANY mean United American Insurance Company.

YOU, YOUR, YOURS and INSURED mean the Covered Person whose name is shown in the POLICY SCHEDULE as the Insured.

#### PART 1

#### SURGICAL PROCEDURE BENEFITS

#### 1. SURGEON BENEFIT

We will pay a benefit for expenses incurred by You or a covered Family Member for one Physician performing a Medically Necessary Surgical Procedure on You or a covered Family Member. Such Surgical Procedure and expenses incurred must be the result of an Injury or Sickness. The benefit will be equal to the fee charged by the Physician for the Surgical Procedure, but, in no event will the benefit payable be more than the lesser of either: (a) an amount equal to the Surgery Conversion Factor stated in the Benefit Schedule times the Relative Value Units for that procedure as contained in the national Resource-Based Relative Value Schedule (RBRVS) last published and effective before the date of the Surgical Procedure; or (b) the Surgeon Benefit Limit amount stated in the Benefit Schedule. If the Surgical Procedure is not contained in the RBRVS, the benefit payable will be the lesser of: (a) the fee charged by the Physician for the Surgical Procedure; (b) the amount that would be payable for the most comparable Surgical Procedure in severity and gravity; or (c) the Surgeon Benefit Limit amount stated in the Benefit Schedule. In the event that the RBRVS is discontinued, We shall thereafter have the right to continue to use the Relative Value Units contained in the last published RBRVS or, at Our option and upon reasonable written notice to You, We may designate an alternative, generally accepted, method to be used for determining relative values from the date specified in Our Notice.

We will not pay a benefit for more than one Surgical Procedure (the largest applicable) under this PART 1 for all Surgical Procedures performed as a result of any one Injury or Sickness.

For any one Injury or Sickness, We will pay the greater of either: (a) the Surgeon Benefit provided in this PART 1; or (b) the total of all Doctor Office Visit Benefits under PART 4 which would otherwise be payable.

# 2. ASSISTANT SURGEON BENEFIT

We will pay a benefit for expenses incurred by You or a covered Family Member for one Physician providing Medically Necessary assistance to the primary Physician during a Surgical Procedure for which a Surgeon Benefit is payable under this PART 1. Such surgical assistance and expenses incurred must be the result of an Injury or Sickness. The benefits will not exceed 20% of the amount payable for the Surgeon Benefit.

#### 3. ADMINISTRATION OF ANESTHETIC BENEFIT

We will pay a benefit for expenses incurred by You or a covered Family Member for one Physician providing Medically Necessary administration of anesthetic to You or a covered Family Member during a Surgical Procedure for which a Surgeon Benefit is payable under this PART 1. Such anesthetic administration and expenses incurred must be the result of an Injury or Sickness. The administration of anesthetic must be by a Physician or a legally qualified anesthetist. The benefits will not exceed 25% of the amount payable for the Surgeon Benefit. We will not pay benefits for the administration of anesthetic by the primary Physician or the assistant surgeon.

#### PART 2

#### RADIATION THERAPY BENEFIT

We will pay a benefit for expenses incurred by You or a covered Family Member for Medically Necessary Radiation Therapy provided to or for You or a covered Family Member at a Hospital or Physician's office. Such Radiation Therapy and expenses incurred must be the result of an Injury or Sickness. We will not pay benefits in excess of the Radiation Therapy Benefit stated in the Benefit Schedule for all such expense incurred because of any one Injury or Sickness. The benefit under this PART 2 will be calculated and paid based on a single diagnosed Sickness, and not according to the bodily location or locations where the diagnosed Sickness may have manifested itself or been treated.

If a benefit or benefits are payable under any other PART of this policy for an incurred expense also payable under this PART 2, only one benefit, the largest, will be payable for such expense.

#### PART 3 AMBULANCE BENEFIT

We will pay a benefit for expenses incurred by You or a covered Family Member for Medically Necessary ambulance service for You or a covered Family Member. Such ambulance service and expenses incurred must be the result of an Injury or Sickness. The ambulance service must be to or from a Hospital. We will not pay more than the Ambulance Benefit stated in the Benefit Schedule for any one Injury or Sickness, regardless of the frequency that ambulance service is required because of that Injury or Sickness. Only one benefit will be payable for any one trip.

# {PART 4 DOCTOR OFFICE VISIT BENEFIT

We will pay benefits for expenses incurred by You or a covered Family Member for outpatient care, treatment and services, by a Doctor provided to or for You or a covered Family Member at the Doctor's office, clinic, a Hospital (on an outpatient basis), or at place of residence according to the following:

- 1. For Medically Necessary care, treatment and services resulting from an Injury or Sickness which does not require a Surgical Procedure, We will pay a benefit at the rate of 80% of the fee charged by the Doctor, but, in no event will the benefit payable for such care, treatment and services be more than the Doctor Office Visit Benefit stated in the Benefit Schedule. Only one Doctor's care, treatment, and services for a single visit will be paid per day, regardless of the number of Doctors providing care, treatment, and services to or for You or the covered Family Member;
- 2. For Medically Necessary care, treatment, and services resulting from any one Injury or Sickness which requires a Surgical Procedure, We will pay an amount equal to the greater of the applicable Surgeon Benefit in PART 1 or the total of the benefit in (1) above which would otherwise be payable; and
- 3. For a physical wellness exam in the absence of Injury or Sickness, We will pay a benefit at the rate of 80% of the fee charged by the Doctor, but, in no event will the benefit payable for any physical wellness exam performed exceed the Wellness Exam Benefit stated in the Benefit Schedule. Each Covered Person will be entitled to one physical wellness exam per policy year.

The total benefits payable under this PART 4 shall not exceed the Doctor Office Visit Yearly Maximum stated in the Benefit Schedule during any policy year.}

# PART 5 OUTPATIENT EXPENSE BENEFIT

We will pay a benefit at the rate of 80% of expenses incurred by You or a covered Family Member, in excess of the Outpatient Deductible Amount stated in the Benefit Schedule, for outpatient care, treatment, and services provided to or for You or a covered Family Member. Such Outpatient care, treatment, and services and expenses incurred must be the result of an Injury or Sickness. Outpatient care, treatment, and services include:

- 1. Outpatient Hospital expense;
- 2. Diagnostic imaging performed at other duly licensed locations; and
- 3. Laboratory tests performed at other duly licensed locations, including pathology tests.

We will not pay in excess of the Outpatient Expense Benefit stated in the Benefit Schedule for expenses incurred for outpatient care, treatment, and services resulting from any one Injury or Sickness.

If a benefit or benefits are payable under any other PART of this policy for an incurred expense also payable under this PART 5, only one benefit, the largest, will be payable for such expense.

# PART 6 REFUND OF PREMIUMS FOR LOSS OF LIFE FROM ACCIDENTAL INJURY

We will refund to Your estate the premiums paid for Your individual coverage under this policy if You die due to an Injury while Your coverage is in force or effect. We will refund to You the premiums paid under this policy for the coverage of a covered Family Member if that member dies due to an Injury while his or her coverage is in force or effect.

To be entitled to said refund of premium, the death must occur while this policy is in force and within 180 days of the Injury causing death.

PART 7 OTHER BENEFITS

On the condition that a benefit for expenses incurred for the following care, treatment, services, and supplies is not elsewhere provided in this policy, We will pay benefits for expenses incurred for the following care, treatment, services, and supplies provided to a Covered Person while this policy is in force according to the terms, dollar amounts and maximums set forth below in this PART 7 with respect to such covered care, treatment, services, and supplies. ALL BENEFITS PAYABLE UNDER THIS PART 7 SHALL BE SUBJECT TO ALL POLICY PROVISIONS, LIMITATIONS AND EXCLUSIONS, DEDUCTIBLES, CO-PAYS, CO-INSURANCE, AND DOLLAR-LIMIT PROVISIONS OF THIS POLICY, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PART 7. A benefit payable under this PART 7 shall not duplicate any benefit or benefits payable under any other PART or PARTS of this policy. The total benefit payable for care, treatment, services, and supplies covered under this PART 7 of the policy, together with benefits paid under any other policy or policies issued by Us to You or a covered Family Member, will never exceed the total expense incurred by You or the covered Family Member for such care, treatment, services, and supplies.

# 1. MATERNITY BENEFIT, MINIMUM HOSPITAL STAYS

As described in PART 8(1), this policy does not provide benefits for normal pregnancy. However, to the extent that benefits for a Hospital Stay are otherwise provided for within this policy for a distinct complication of pregnancy, We will provide a benefit for expenses incurred by any Covered Person for a Hospital Stay and inpatient care for a minimum of forty-eight (48) hours of inpatient care following vaginal delivery and a minimum of ninety-six (96) hours of inpatient care following a cesarean section for a mother, her newly born child, or both, in a Hospital or any other health care facility licensed to provide obstetrical care, when that Hospital Stay is deemed Medically Necessary by the attending Physician, who is a medical doctor.

# 2. PROSTHETIC DEVICE AND RECONSTRUCTIVE SURGERY BENEFIT

We will provide a benefit for the following expenses incurred by You or a covered Family Member for prosthetic devices, breast reconstructive surgery, or both, for a Covered Person incident to a Mastectomy covered under this policy, including:

- 1) Reconstruction of the breast on which the Mastectomy has been performed;
- 2) Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- 3) Prostheses and physical complications from all stages of Mastectomy, including lymphedemas.

To be covered, breast reconstructive surgery must be in the manner chosen by the affected Covered Person's treating Physician, who is a licensed medical doctor or doctor of osteopathy, consistent with prevailing medical standards, and in consultation with the affected Covered Person.

A benefit for prosthetic devices and breast reconstructive surgery covered under this subpart of PART 7 will be paid as follows:

- a. For prosthetic devices and breast reconstructive surgery not covered under PARTS 1-5 of this policy because such care is not being provided in relation to a Sickness, We will consider that Covered Person's prosthetic devices and breast reconstructive surgery as though they were for a new Sickness under this policy.
- b. For prosthetic devices and breast reconstructive surgery not covered under PARTS 1-5 of this policy, nor brought within the scope of coverage based on (a) above, We will pay a sum equal to 80% of the incurred expenses, but not to exceed a maximum benefit of \$500 for prosthetic devices and breast reconstructive surgery for any one Covered Person.

## 3. CHILD PREVENTIVE HEALTH CARE SERVICES BENEFIT

We will provide a benefit for expenses incurred by You or a covered Family Member for a periodic review related to Child Health Supervision Services for a Covered Person when that Covered Person attains the following ages: birth, two months, four months, six months, nine months, twelve months, eighteen months, two years, three years, four years, five years, six years, eight years, ten years, twelve years, fourteen years, sixteen years and eighteen years. Child Health Supervision Services shall be limited to services provided by or under the supervision of a single Physician or other primary health care provider who is a licensed medical doctor or doctor of osteopathy during the course of one visit.

If the periodic visit is not otherwise covered under another PART of this policy, We will pay a benefit under this subpart of PART 7 in accordance with the following:

- a. For the expenses incurred for the services attributable to a history, physical examination, developmental assessment anticipatory guidance, or any combination thereof, We will make payment as if such services were for a covered Physician's wellness exam payable under PART 4(3). This benefit will be provided for each such periodic visit. The combined amount of payments made during any policy year for any one Covered Person under 16 years of age for Doctor Office Visits payable under PART 4, as stated in the Benefit Schedule, and for periodic visits during which services attributable to a history, physical examination, developmental assessment and anticipatory guidance are provided, payable as set forth herein, shall not exceed the Doctor Office Visit Yearly Maximum stated in the Benefit Schedule.
- b. For the expenses incurred for the services attributable to immunizations, laboratory tests, or both, We will pay a sum of money equal to 80% of the incurred expenses, not to exceed a maximum benefit of \$250 for each covered periodic visit during which either immunizations, laboratory tests, or both are provided to or for any one Covered Person.

This benefit is exempt from any deductible provision, but remains subject to all co-pay and coinsurance provisions, of this policy.

#### 4. DIABETES BENEFIT

We will provide a benefit for expenses incurred by a Covered Person for medically appropriate and necessary equipment, supplies, diabetes outpatient self-management training and educational services, or any combination thereof, used in the management and treatment of diabetes for persons with gestational, type I or type II diabetes, if the Covered Person's treating Physician or a Physician who specializes in the treatment of diabetes certifies that such services are necessary.

The diabetes outpatient self-management training and educational services must be provided under the direct supervision of a certified diabetes educator or a board-certified endocrinologist. Any nutrition counseling must be provided by a licensed dietician.

For equipment, supplies, treatment, service, training, or any combination thereof, for diabetes covered under this subpart of PART 7, and not otherwise covered under another PART of this policy, We will pay a sum of money equal to 80% of the incurred charge not to exceed a maximum benefit of \$1,500 during any policy year for all equipment, supplies, treatment, service, or training for diabetes provided that Covered Person.

# 5. ANESTHESIA AND HOSPITALIZATION FOR DENTAL PROCEDURES BENEFIT

We will provide a benefit for general anesthesia, hospital charges, or both for dental care charges incurred in a Hospital or Ambulatory Surgical Center when the procedure is performed by (i) a fully accredited specialist in pediatric dentistry or other dentist fully accredited in a recognized dental specialty for which Hospital or Ambulatory Surgical Center privileges are granted; (ii) a dentist who is certified by virtue of completion of an accredited program of postgraduate training to be granted Hospital or Ambulatory Surgical Center privileges; or (iii) a dentist who has not yet satisfied certification requirements but has been granted Hospital or Ambulatory Surgical Center privileges; and when the Covered Person receiving such treatment:

- 1) is younger than 7 years of age;
- 2) has a serious mental or physical condition; or
- 3) has significant behavioral problems.

This benefit does not cover routine dental care, including the diagnosis or treatment of disease or other dental conditions and procedures not specifically covered under this subpart of PART 7.

A benefit for anesthesia or facility charges for dental care covered under this subpart of PART 7 will be paid as follows:

- a. For anesthesia or facility charges for dental care not otherwise eligible for coverage under this policy, We will consider that Covered Person's incurred expenses for anesthesia and facility charges for dental care as though they were eligible for coverage under and PART 5 of the policy.
- b. For anesthesia or facility charges for dental care not covered under PARTS 1-5 of this policy, or brought within the scope of coverage based on (a) above, We will pay a sum equal to 80% of the incurred expenses, but not to exceed a maximum benefit of \$100 for all anesthesia and facility charges for dental care provided to any one Covered Person.

# 6. SPEECH AND HEARING DISORDERS BENEFIT

We will provide a benefit for the expenses incurred for Medically Necessary care and treatment of loss or impairment of speech or hearing, or both if treated by a speech pathologist, audiologist or speech language pathologist licensed by the state board of healing arts or certified by the American Speech-Language and Hearing Association or both, and which fall within the scope of their license or certification. This benefit does not cover hearing aids, instruments or devices.

Benefits for speech and hearing disorders covered under this subpart of PART 7 will be paid as follows:

- For speech or hearing treatment or care not covered under PARTS 1-5 of this policy because such treatment or service is not being provided in relation to a covered Sickness, We will consider that Covered Person's speech or hearing treatment as though it was for a covered Sickness under PART 4. The combined amount of payments made for any one Covered Person for Physician Office Visit Benefits payable under PART 4 and speech and hearing disorders benefits payable under this subpart of PART 7 shall not exceed the Physician Office Visit Yearly Maximum shown on the Benefit Schedule for all benefits paid during any one policy year.
- b. For speech or hearing treatment not covered under PARTS 1-5 of this policy, nor brought within the scope of coverage based on (a) above, We will pay a sum of money equal to 80% of the incurred charge, but not to exceed a maximum benefit of \$50 for each visit with a professional described in this subpart for any one Covered Person, and when combined with the Physician Office Visit Benefits payable under PART 4, not to exceed the Physician Office Visit Yearly Maximum shown on the Benefit Schedule for benefits paid during any one policy year.

## 7. MEDICAL FOODS AND LOW PROTEIN MODIFIED FOOD PRODUCTS BENEFIT

We will provide a benefit for the expense incurred for Medical Foods, Low Protein Modified Food Products, amino acid modified preparations and any other special dietary products and formulas for the treatment of Inherited Metabolic Diseases if the Medical Foods or Low Protein Modified Food Products, amino acid modified preparations and other special dietary products and formulas are prescribed as Medically Necessary for the therapeutic treatment of phenylketonuria, galactosemia, organic acidemias and disorders of amino acid metabolism, and administered under the direction of a Physician.

For benefits for Medical Foods and Low Protein Modified Food Products covered under this subpart of PART 7 that are not otherwise covered under another PART of this policy, We will pay a sum of money equal to 80% of the incurred charge, but not to exceed a maximum benefit of \$2,400 for each Covered Person during any one policy year as provided under the Income Tax Act of 1929.

## 8. COLORECTAL CANCER SCREENING BENEFIT

We will provide a benefit for the expense incurred for colorectal cancer examinations and laboratory tests for a Covered Person who is 50 years of age or older, at high risk for colorectal cancer according to American Cancer Society colorectal cancer screening guidelines as they existed on January 1, 2005, or experiencing the symptoms of colorectal cancer as determined by a Physician licensed under the Arkansas Medical Practices Act, §17-95-201 et seq., §17-95-301 et seq., and §17-95-401 et seq., including bleeding from the rectum or blood in the stool, or a change in bowel habits, such as diarrhea, constipation, or narrowing of the stool that lasts more than five (5) days. The colorectal screening shall involve an examination of the entire colon, and We will provide a benefit for colorectal cancer screening for any one of the following options:

- 1) An annual fecal occult blood test utilizing the take-home multiple sample method, or an annual fecal immunochemical test in conjunction with a flexible sigmoidoscopy every five (5) years;
- 2) A double-contrast barium enema every five (5) years; or
- 3) A colonoscopy every ten (10) years, and follow-ups based on the following schedule:
  - i. If the initial colonoscopy is normal, a follow-up is covered once every ten (10) years;
  - ii. For individuals with one (1) or more neoplastic polyps, adenomatous polyps, and the initial colonoscopy was complete to the cecum and adequate preparation and removal of all visualized polyps was performed, a follow-up will be covered after three (3) years;
  - iii. If single tubular adenoma of less than one centimeter (1 cm) is found, a follow-up will be covered after five (5) years; and
  - iv. For patients with large sessile adenomas greater than three centimeters (3 cm), a follow-up will be covered after six (6) months, or continuously until complete polyp removal is verified by colonoscopy.
- 4) Any additional medically recognized screening tests for colorectal cancer required by the Director of the Department of Health determined in consultation with appropriate health care organizations.

Benefits for colorectal cancer screening covered under this subpart of PART 7 will be paid as follows:

- a. For colorectal cancer screening not covered under PARTS 1-5 of this policy because such treatment or service is not being provided in relation to a covered Sickness, We will consider that Covered Person's colorectal cancer testing as though it was for a covered Sickness under PART 4 and PART 5 of this policy.
- b. For colorectal cancer screening not covered under PARTS 1-5 of this policy, nor brought within the scope of coverage based on (a) above, We will pay a sum of money equal to 80% of the incurred charge, but not to exceed a maximum benefit of \$50 for each screening provided a Covered Person.

# 9. MENTAL ILLNESS BENEFIT

We will provide a benefit for expenses incurred for a Covered Person for the treatment of Mental Illness on an inpatient or outpatient basis. Benefits will be provided to the same extent as any other physical illness covered under this policy.

# 10. TEMPOROMANDIBULAR JOINT DISORDER AND CRANIOMANDIBULAR JAW DISORDER BENEFIT

We will provide coverage for the treatment and care provided to or for a Covered Person for the diagnostic procedure and surgical treatment of temporomandibular and craniomandibular disorder if, under accepted medical standards, such diagnostic procedure or surgery is Medically Necessary to treat conditions caused by a congenital or developmental deformity, disease, disorder, or Injury. A temporomandibular and craniomandibular disorder shall be treated as any other Sickness under this policy, and benefits will be paid under PARTS 1-5 as applicable. However, this policy does not include coverage for orthodontic appliances and treatment, crowns, bridges and dentures unless the disorder is trauma related.

# PART 8 LIMITATIONS AND EXCLUSIONS

Except to the extent specifically and directly provided elsewhere in this policy to the contrary, We will not pay benefits under this policy for:

- 1. Normal pregnancy (including childbirth, false labor, occasional spotting, Physician-prescribed rest, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with a difficult pregnancy which do not constitute a distinct complication of pregnancy) or voluntary termination of pregnancy; or
- 2. Any charges for (1) usual and customary routine nursery care; or (2) well-baby care, immunizations, medical examinations or tests of any kind; or (3) any other usual and customary routine care and treatment following full term or premature birth, not incident and necessary to the treatment of Injury or Sickness (except where specified under Part 7 and all subsections); or
- 3. Convalescent or skilled nursing care in a facility other than a Hospital; educational care; or for nervous or mental disorders; or
- 4. Any dental treatment (except as necessitated by Injury), hearing aids, or eye refractive exams, surgery or treatment; or
- 5. Any inpatient or outpatient Hospital Stay or Intensive Care unit admission, or other care, treatment, services, or supplies for which You or a covered Family Member do not incur a charge; or
- 6. Any outpatient Hospital Stay or Intensive Care unit admission, or other care, treatment, services, or supplies that are not Medically Necessary for diagnosis of or for care, treatment, or services resulting from an Injury or Sickness; or
- 7. Any cosmetic or elective procedures and any related complications; or
- 8. Any expense incurred in excess of the usual, customary, and reasonable charges for any care, treatment, service, or supply in the geographic area where furnished; or
- 9. Professional radiological, pathological or EKG interpretations during an inpatient Hospital Stay; or
- 10. Any rehabilitative care services received at a facility not meeting the definition of a Hospital; or
- 11. Any care, treatment, services, or supplies received outside of the U.S. boundaries; or
- 12. Any Infertility care, treatment or services; or sterilization or reversal of sterilization procedures; or
- 13. Any Sickness that first manifests itself before the effective date of the policy; or
- 14. Any care, treatment, services, or supplies for obesity or morbid obesity, including but not limited to, gastric banding ("lapband"), vertical banded gastroplasty, Roux-en-Y gastric bypass, DISTAL gastric bypass (duodenal switch, biliopancreatic diversion), or stomach stapling procedures, even if the Covered Person has a health condition or conditions that might be benefited thereby: or
- 15. Any care, treatment, services, or supplies for drug abuse or addiction, including alcoholism or overdose of drugs, narcotics, or hallucinogens, unless taken as prescribed by a Physician; or any loss resulting from any Covered Person being under the influence of an intoxicant or a narcotic; or
- 16. Suicide, or treatment of an attempted suicide, or any intentionally self-inflicted Injury, while sane or insane.

#### POLICY PROVISIONS

**ELIGIBILITY AND INSURED'S TERMINATION**: You, as the Insured, are the beneficiary of Your covered Family Members. Every transaction relating to this policy shall be between Us and You.

A new Family Member (including husband, wife, or any children under the age of 19 at the time the Policy is issued) will be covered; each new member must be named in the application. Stepchildren and legally adopted children can be included if listed in the application. Any newborn or newly adopted children of the Primary Insured will automatically be a Covered Person from the moment of birth or adoption if such birth or adoption occurs after the Effective Date of the policy. This will also cover children You have filed a petition to adopt. You may apply for coverage on other dependents acquired after the Effective Date of the policy, subject to Our approval.

Coverage on Your children terminate when they marry. It also terminates on the policy anniversary date following their 21st birthday, unless they are still dependent on You due to a physical or mental handicap, or because they are a full-time student under age 23. However, if a dependent child is incapable of self-sustaining employment by reason of mental retardation or physical handicap, and if such disability occurred prior to the first policy anniversary following the child's 21st birthday, then the child will continue to be a Covered Person for as long as such disability continues. Proof of such incapacity or disability must be furnished upon Our request, but not more often than annually.

In the event of Your death or other termination of Your coverage, the following shall successively become the Insured: (1) Your spouse (if Your spouse is a covered Family Member), or (2) Your eldest remaining covered Family Member.

RIGHTS OF A SPOUSE: Should You and Your spouse dissolve Your marriage by a valid decree of dissolution of marriage and the spouse was a covered Family Member, the spouse can apply for and receive, without evidence of insurability, a policy providing coverage not greater than the terminated coverage. To obtain the policy, the spouse must make application to the Company within 60 days following the entry of the decree of dissolution of marriage and pay the appropriate premium for the policy. No waiting or probationary period is required, except to the extent that such period has not been met under the prior policy. PREMIUM PAYMENT: This policy is issued based on the application and the payment of the first premium. A copy of the application is a part of this policy. This policy takes effect at 12 o'clock noon, Standard Time of the place where You reside, and

remains in effect until the same hour on the date that the initial term expires.

The effective date of this policy, the first premium, and the date the initial term expires are stated in the POLICY SCHEDULE. All premiums, except the first premium, shall be due and payable at Our Administrative Offices.

**ENTIRE CONTRACT; CHANGES:** This policy, with the application and attached papers, is the entire contract between You and Us. No change in this policy shall be effective until approved by an officer of Us. This approval must be noted on or attached to this policy.

No agent may change this policy or waive any of its provisions.

**TIME LIMIT ON CERTAIN DEFENSES:** After 2 years from the effective date, only fraudulent misstatements in the application may be used to void this policy or deny any claim for loss incurred after the 2-year period.

After 2 years from the date of an endorsement adding a Family Member, other than a newborn or newly adopted child, only fraudulent misstatements in the application may be used to void the endorsement or deny any claim for loss incurred after the 2 year period.

**GRACE PERIOD**: This policy has a 31-day grace period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period, this policy will stay in force.

**REINSTATEMENT**: If the renewal premium is not paid before the grace period ends, this policy will lapse. Later acceptance of the premium by Us without requiring an application for reinstatement will reinstate this policy.

If We require an application, this policy will be reinstated when We approve the application, or on the 45th day after We receive it, unless We have previously written to You of its disapproval.

The reinstated policy will cover only loss that results from an Injury sustained after the date of reinstatement or a Sickness that manifests itself more than 10 days after such date. In all other respects, Your rights and Our rights will remain the same, subject to any provisions noted on or attached to the reinstated policy.

**NOTICE OF CLAIM:** Written notice of claim must be given to Us within 20 days after a covered loss starts or as soon as reasonably possible. The notice can be given to Us at Our Administrative Offices in McKinney, Texas or to Our agent.

Notice should include Your name and Your policy number.

**CLAIM FORMS:** When We receive the Notice of Claim, We will send You forms for filing proof of loss. If these forms are not given to You within 15 days, You may meet the proof of loss requirements by giving Us a written statement of the nature and extent of the loss within the time limit stated in the PROOFS OF LOSS Provision.

**PROOFS OF LOSS:** You must give Us written proof of loss to Our satisfaction within 90 days after the date of such loss. If it was not reasonably possible to give written proof in the time required, We will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than 1 year from the time specified unless You were legally incapacitated.

**TIME OF PAYMENT OF CLAIMS:** After receiving proper written proof of loss satisfactory to Us, We will pay to You, or at Our option to the Hospital, doctor, or person rendering services covered by this policy, all benefits then due for such loss.

**PAYMENT OF CLAIMS:** Benefits will be paid, after receiving a claim form and proper written proof of loss satisfactory to Us, to You, or at Our option to the Hospital, doctor, or person providing care, treatment, services, or supplies covered by this policy. Any benefit unpaid at death may be paid to Your named beneficiary or, at Our option, to Your estate. If benefits are payable to Your estate, We can pay benefits up to \$3,000 to someone related to You by blood or marriage whom We consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

**PHYSICAL EXAMINATIONS**: We, at Our expense, have the right to have You or a covered Family Member examined as often as reasonably necessary while a claim is pending.

**NONDUPLICATION OF COVERAGE**: The benefits payable under this policy shall be excess over benefits paid or payable or required to be provided:

- 1. under any workers' compensation, occupational disease, employers' liability or similar law;
- 2. under any motor vehicle no-fault plan or coverage or similar law; and
- 3. under any national, state, or other governmental plan not limited to governmental employees or their families, such as Medicare or Medicaid.

**REFUND OF UNEARNED PREMIUMS ON DEATH:** Upon the death of a Family Member insured under this policy, We will refund any premiums paid in behalf of the member, for any period beyond the ending of the policy month the death occurred, within 30 days after We receive proof of death.

**SUBROGATION; REIMBURSEMENT**: You agree that, to the extent of the benefits paid under this policy, We shall be subrogated to all Your rights to damages or recovery for any Injury or Sickness, or any care, treatment, services, or supplies provided, for which a third party or parties, or their insurance carrier(s), are or may be liable or responsible. You agree to repay Us first out of any monies You receive or recover by settlement, judgment or otherwise, regardless of whether You are fully compensated for Your losses and damages. In the event that We retain Our own attorney to represent Our subrogation interest, We will not be responsible for paying a portion of Your attorney fees or costs.

You assign to Us Your claims and rights against all liable or responsible third party or parties and their insurance carrier(s) to the extent of Our payments, and shall do nothing after the loss to prejudice Our subrogation rights. Entering into a settlement or compromise arrangement with a third party or parties, or their insurance carrier(s), without Our prior written consent, shall be deemed to prejudice Our subrogation rights. You shall promptly advise Us in writing whenever a claim or demand against a third party or parties, or their insurance carrier(s), is made, and shall further provide to Us such additional information and execute and deliver such instruments or papers as are reasonably requested by Us to secure Our subrogation rights. You agree to fully cooperate in protecting Our subrogation rights against the liable or responsible third party or parties, and their insurance carrier(s).

**LEGAL ACTIONS:** No legal action may be brought to recover on this policy within 60 days after written proof of loss has been given as required by this policy. No such action may be brought after the expiration of the applicable statute of limitations from the time written proof of the claim is required to be given.

**CONFORMITY WITH STATE STATUTES**: Any provision of this policy which, on its effective date, is in conflict with the laws of the state in which You reside on that date, is amended to conform to the minimum requirements of such laws.

**ASSIGNMENT**: No assignment under this policy shall be binding upon Us unless the original written assignment (or a copy thereof) is on file at Our Administrative Offices. At Our option, We may waive this requirement. We do not assume any responsibility for the validity of any assignment.

This policy is signed for Us by Our President and Secretary.

President

Secretary

Countersigned:

Licensed Resident Agent where required by law.

#### BENEFIT SCHEDULE

PART 1	PART 4	
Surgeon Benefit Limit up to \$ [3,000.00]	{Doctor Office Visit Benefit 80% up to \$	[25.00]}
Surgery Conversion Factor [54]	{Wellness Exam Benefit 80% up to \$	[50.00]}
PART 2	{Doctor Visit Copay (Primary Care Physician) . \$	[35.00]}
Radiation Therapy Benefit up to \$ [5,000.00]	{Doctor Visit Copay (Specialist)\$	[35.00]}
PART 3	{Doctor Office Visit Yearly Maximum \$	[250.00]}
Ambulance Benefit	PART 5	
	Outpatient Expense Benefit 80% up to \$	[250.00]
	{Outpatient Deductible Amount \$	[100.00]}

# {PART 4

#### **DOCTOR OFFICE VISIT BENEFIT**

We will pay benefits for expenses incurred by You or a covered Family Member, in excess of the Doctor Visit Copay stated in the Benefit Schedule, for outpatient care, treatment, and services by a Doctor provided to or for You or a covered Family Member at the Doctor's office, clinic, a Hospital (on an outpatient basis), or at place of residence according to the following:

- 1. For Medically Necessary care, treatment, and services resulting from an Injury or Sickness which does not require a Surgical Procedure, We will pay a benefit at the rate of 100% of the fee charged by the Doctor, in excess of the Doctor Visit Copay, but, in no event will the benefit payable for such care, treatment, and services be more than the Doctor Office Visit Benefit stated in the Benefit Schedule. Only one Doctor's care, treatment, and services for a single visit will be paid per day, regardless of the number of Doctors providing care, treatment, and services to or for You or the covered Family Member;
- 2. For Medically Necessary care, treatment, and services resulting from any one Injury or Sickness which requires a Surgical Procedure, We will pay an amount equal to the greater of the applicable Surgeon Benefit in PART 1 or the total of the benefit in (1) above which would otherwise be payable; and
- 3. For a physical wellness exam in the absence of Injury or Sickness, We will pay a benefit at the rate of 100% of the fee charged by the Doctor, in excess of the Doctor Visit Copay, but, in no event will the benefit payable for any physical wellness exam performed exceed the Wellness Exam Benefit stated in the Benefit Schedule. Each Covered Person will be entitled to one physical wellness exam per policy year.

The total benefits payable under this PART 4 shall not to exceed the Doctor Office Visit Yearly Maximum stated in the Benefit Schedule during any policy year.

[The Doctor Visit Copay shall vary, as reflected in the Benefit Schedule, depending on whether the treating Doctor is a Primary Care Physician or Specialist.] }

#### BENEFIT SCHEDULE

PART 1	PART 4
Surgeon Benefit Limit up to \$ [3,000.00]	{Doctor Office Visit Benefit up to \$ [200.00]}
Surgery Conversion Factor [54]	{Wellness Exam Benefit up to \$ [200.00]}
PART 2	{Doctor Visit Copay (Primary Care Physician) .\$ [35.00]}
Radiation Therapy Benefit up to \$ [5,000.00]	{Doctor Visit Copay (Specialist)\$ [50.00]}
PART 3	{Doctor Office Visit Yearly Maximum [6] Visits}
Ambulance Benefit up to \$ [200.00]	PART 5
	Outpatient Expense Benefit 80% up to \$ [250.00]
	{Outpatient Deductible Amount [100.00]}

## {PART 4

#### **DOCTOR OFFICE VISIT BENEFIT**

We will pay benefits for expenses incurred by You or a covered Family Member, in excess of the Doctor Visit Copay stated in the Benefit Schedule, for outpatient care, treatment, and services by a Doctor provided to or for You or a covered Family Member at the Doctor's office, clinic, a Hospital (on an outpatient basis), or at place of residence according to the following:

- 1. For Medically Necessary care, treatment, and services resulting from an Injury or Sickness which does not require Surgical Procedure, We will pay a benefit at the rate of 100% of the fee charged by the Doctor, in excess of the Doctor Visit Copay, but, in no event will the benefit payable for such care, treatment and services be more than the Doctor Office Visit Benefit stated in the Benefit Schedule, Only one Doctor's care, treatment, and services for a single visit will be paid per day, regardless of the number of Doctors providing care, treatment, and services to or for You or the covered Family Member;
- 2. For Medically Necessary care, treatment, and services resulting from any one Injury or Sickness which requires a Surgical Procedure, We will pay an amount equal to the greater of the applicable Surgeon Benefit in PART 1 or the total of the benefit in (1) above which would otherwise be payable; and
- 3. For a physical wellness exam in the absence of Injury or Sickness, We will pay a benefit as the rate of 100% of the fee charged by the Doctor, in excess of the Doctor Visit Copay, but, in no event will the benefit payable for any physical wellness exam performed exceed the Wellness Exam Benefit stated in the Benefit Schedule. Each Covered Person will be entitled to one physical wellness exam per policy year.

The total number of Doctor visits for which benefits are payable under this PART 4 shall not exceed the Doctor Office Visit Yearly Maximum stated in the Benefit Schedule during any policy year.

[The Doctor Visit Copay shall vary, as reflected in the Benefit Schedule, depending on whether the treating Doctor is a Primary Care Physician or Specialist.] }

# LIMITED BENEFIT SURGICAL AND MEDICAL EXPENSE POLICY GUARANTEED RENEWABLE FOR YOU AND EACH COVERED FAMILY MEMBER AS STATED IN THE RENEWAL AGREEMENT. COMPANY CANNOT CANCEL POLICY. COMPANY MAY CHANGE PREMIUM RATES BY CLASS.

# UNITED AMERICAN INSURANCE COMPANY

P. O. BOX 8080, MCKINNEY, TEXAS 75070 (972) 529-5085 A Legal Reserve Stock Company \* Administrative Offices: McKinney, Texas

#### **30-DAY RIGHT TO EXAMINE POLICY**

If You are not satisfied with this policy for any reason, return it to Our Administrative Offices or to the agent within 30 days after You receive it. Any premium You paid will be refunded. The policy will be void from the beginning. It will be as if no policy had been issued.

#### RENEWAL AGREEMENT

You can continue this policy in force for successive renewal terms of 1 month, 3 months, 6 months, or 12 months by paying appropriate renewal premiums before the end of the grace period. The appropriate renewal premiums will be those under Our applicable table of premium rates that is in effect on the respective due dates of the premiums. We have the right to change the renewal premiums for this policy when We change, and in accordance with, Our table of premium rates applicable to all policies of this form and class. Class is based on benefit amounts, persons covered under the policy, state of issue, age at issue, gender, underwriting group and geographic rating area. We also have the right to change the renewal premiums for this policy when the persons covered under the policy change, in accordance with the table of premium rates applicable to all policies of this form and class.

# **BENEFIT SCHEDULE**

PART 1	PART 4	
Surgeon Benefit Limit up to \$ [3,000.00]	{Doctor Office Visit Benefit 80% up to \$	[25.00]}
Surgery Conversion Factor	Wellness Exam Benefit 80% up to \$	[50.00]}
PART 2	{Doctor Office Visit Yearly Maximum \$	[250.00]}
Radiation Therapy Benefit up to \$ [5,000.00]	PART 5	
PART 3	Outpatient Expense Benefit 80% up to \$	[250.00]
Ambulance Benefit up to \$ [200.00]	{Outpatient Deductible Amount \$	[100.00]}

POLICY SCHEDULE						
INSURED	POLICY	EFFECTIVE	<b>INITIAL TERM</b>	INITIAL		
	NUMBER	DATE	<b>EXPIRES ON</b>	PREMIUM		
[John Doe	12345678	09-01-08	10-01-08	\$100.00]		

#### ADDITIONAL BENEFIT RIDERS

[Critical Illness Benefit Rider] [Accident Benefit Rider] [Cancer Benefit Rider]

The Policy Schedule includes premiums for additional benefit riders, if any.

#### INSURING CLAUSE

The Company insures You against specified losses incurred by a Covered Person. Benefits payable under this policy, subject to all of its provisions, limitations and exclusions, will be paid to You or, at Our option, to the Hospital, Physician, or person providing any care, treatment, service, or supply covered by this policy. For the purpose of determining benefits payable for a particular Sickness of a Covered Person after the applicable benefit limits for that Sickness have been paid by the Company, it shall be considered a new Sickness, which is then again covered under this policy, if the Covered Person goes without a Physician's advice or treatment for that particular Sickness for a period of 24 consecutive months. Our obligation to make payment under this policy for any particular Sickness or Injury shall not exceed the amounts disclosed in the Benefit Schedule or described elsewhere in this policy. A benefit will only be due and payable when a Covered Person is obligated to pay a charge that is incurred for any covered care, treatment, service, or supply, or combination thereof, provided to or for a Covered Person while this policy is in force. An expense or charge is incurred on the date the care, treatment, service, or supply is provided.

#### PRE-EXISTING CONDITION LIMITATION

This policy does not insure You against loss incurred by You or a covered Family Member during the 12 months immediately after the effective date of this policy if that loss results from a Pre-Existing Condition. In addition, any Pre-Existing Condition listed on the application is not covered for the first 12 months after the policy effective date. Conditions, illnesses, diseases, disorders, or injuries specifically excluded by rider are never covered.

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#### **DEFINITIONS**

Where used in this policy:

**ACCIDENT** and **ACCIDENTAL** means that which happens by chance or fortuitously, without intention or design, and which is unexpected, unusual and unforeseen.

**AMBULATORY SURGICAL CENTER** means a freestanding facility, other than a Physician's office, where surgical and diagnostic services are provided on an ambulatory basis.

CHILD PREVENTIVE HEALTH CARE SERVICES means Physician-delivered or Physician-supervised services for covered dependents from birth through eighteen (18) years of age that are provided for Periodic Preventive Care Visits, including medical history, physical examination, developmental assessment, anticipatory guidance and appropriate immunizations and laboratory tests, in keeping with prevailing medical standards.

**COVERED PERSON** means You or any covered Family Member.

**DIABETES SELF-MANAGEMENT TRAINING** means instruction in an inpatient or outpatient setting which enables diabetic patients to understand the diabetic management process and daily management of diabetic therapy as a method of avoiding frequent hospitalizations and complications. Such instruction is provided in accordance with a program in compliance with the National Standards for Diabetes Self-Management Education Program as developed by the American Diabetes Association.

**FAMILY MEMBER** means a person who is named in the application for coverage under this policy, other than the Proposed Insured, or a person who has been added in accordance with the ELIGIBILITY AND INSURED'S TERMINATION provision.

**HOSPITAL** means a medical facility, operated pursuant to law, which: (1) is primarily and continuously engaged in providing medical and diagnostic care for the treatment of sick or injured persons on an acute care inpatient basis under the supervision of one or more licensed Physicians for which a charge is made; and (2) provides 24-hour nursing service by or under the supervision of a Registered Nurse (R.N.). "Hospital" does not mean a facility or special unit of a facility primarily operated as: (a) a convalescent, skilled nursing, swing bed, or other nursing facility; (b) a facility or special unit of a facility primarily affording rehabilitative care; or (c) a facility or special unit of a facility primarily affording care or treatment for the aged, or for chemical dependency, alcohol abuse, or mental or nervous disorder.

**HOSPITAL STAY** means one day or more of inpatient confinement within a Hospital, and under the care of a Physician, for which a charge for room and board is incurred due to an Injury or Sickness.

**INHERITED METABOLIC DISEASE** means a disease caused by an inherited abnormality of body chemistry.

**INJURY** means accidental bodily injury sustained by a Covered Person which is the direct cause independently of disease, bodily infirmity or other cause of the loss and occurs while the insurance is in force.

**INTENSIVE CARE** means care which is provided within a separate area or unit of a Hospital that has been set aside for care of the critically ill or injured. The area or unit must have special monitoring equipment for the use of Physicians, nurses or other medical specialists assisting in the unit. Intensive Care does not include: step-down, isolation, telemetry, or post-intensive care units of a Hospital.

# LOW PROTEIN MODIFIED FOOD PRODUCT means a food product that is:

- 1. Specially formulated to have less than one (1) gram of protein per serving; and
- 2. Intended to be used under the direction of a Physician for the dietary treatment of an Inherited Metabolic Disease.

**MASTECTOMY** means the removal of all or part of the breast for Medically Necessary reasons as determined by a Physician who is licensed as a medical doctor or doctor of osteopathy.

#### **MEDICALLY NECESSARY** means:

- 1) consistent with the symptoms or diagnosis and treatment of Your or a covered Family Member's Sickness or Injury; and
- 2) appropriate with regard to the standards of good medical practice; and
- 3) the most appropriate level of service that can be safely provided to You or a covered Family Member.

In order to determine that care is Medically Necessary, We reserve the right to obtain, at Our expense, a second opinion from a Physician who (a) is not an employee or owner of a facility or agency from which You or a covered Family Member receive care, and (b) specializes in the condition that is the subject of Your claim.

**MENTAL ILLNESS** means psychosis, neurosis or an emotional disorder.

**PERIODIC PREVENTIVE CARE VISITS** means the routine tests and procedures for the purpose of detection of abnormalities or malfunctions of bodily systems and parts according to accepted medical practice.

**PHYSICIAN** and **DOCTOR** mean a person duly licensed in the United States and duly qualified to provide care, treatment, services, or supplies for the Injury or Sickness that is the subject of Your claim, or for the additional conditions or disorders, or diagnostic services, which are specifically covered under PART 4 of this policy, Physician or Doctor does not include You or any member of Your household or immediate family. Primary Care Physician means a Physician who provides basic diagnosis and treatment of common illnesses and medical conditions. A Specialist means a Physician who provides diagnosis and treatment for a specific specialty of medicine for which he or she has received additional education, training and experience.

PRE-EXISTING CONDITION means any medical condition, illness, disease, disorder, or Injury for which symptoms existed that would cause an ordinarily prudent person to seek medical advice, diagnosis, care, or treatment within the 12 month period immediately prior to the effective date of Your or the covered Family Member's coverage under this policy. It also means any medical condition, illness, disease, disorder, or Injury for which You or the covered Family Member's effective date of coverage under this policy. Pre-existing condition will include any medical condition, illness, disease, disorder, or Injury listed on Your application for You or a covered Family Member, which occurred within the 12 month period immediately prior to the effective date of Your or the covered Family Member's coverage under this policy, irrespective of whether a rider has been issued. It also means a pregnancy existing at any time prior to, and which continues to exist as of, the Effective Date of Your or the covered Family Member's coverage under this policy.

**RADIATION THERAPY** means the treatment of a Sickness by application of roentgen rays, radium, ultraviolet, and other radiations.

**RELATIVE VALUE UNITS** means the total unit value of the service, including all three components: Physician work, facility practice expense, and professional liability expense, as contained in the national Resource-Based Relative Value Schedule (RBRVS).

**RESOURCE-BASED RELATIVE VALUE SCHEDULE (RBRVS)** means the scale of relative values for medical and surgical procedures that is maintained and updated by the Centers for Medicare and Medicaid Services with input from the AMA/Specialty Society Relative Value Scale Committee (RUC).

**SICKNESS** means a medical condition, illness, disease, or disorder which first manifests itself more than 30 days after the Effective Date of the policy and while this policy is in force. Sickness includes continuations and reoccurrences of the medical condition, illness, disease, or disorder, and all general conditions associated with, related to, or caused by the medical condition, illness, disease, or disorder.

**SURGICAL PROCEDURE** means the performance of generally accepted operative and cutting procedures, including surgical diagnostic procedures, endoscopic examinations, and any one procedure designated by Current Procedural Terminology codes as surgery, except that venipuncture for the collection of blood for the purpose of performing a test shall not be considered a surgery. Surgical Procedure shall also include all post-operative care for the 90-day period following surgery.

WE, US, OUR and COMPANY mean United American Insurance Company.

YOU, YOUR, YOURS and INSURED mean the Covered Person whose name is shown in the POLICY SCHEDULE as the Insured.

# PART 1

#### SURGICAL PROCEDURE BENEFITS

#### 1. SURGEON BENEFIT

We will pay a benefit for expenses incurred by You or a covered Family Member for one Physician performing a Medically Necessary Surgical Procedure on You or a covered Family Member. Such Surgical Procedure and expenses incurred must be the result of an Injury or Sickness. The benefit will be equal to the fee charged by the Physician for the Surgical Procedure, but, in no event will the benefit payable be more than the lesser of either: (a) an amount equal to the Surgery Conversion Factor stated in the Benefit Schedule times the Relative Value Units for that procedure as contained in the national Resource-Based Relative Value Schedule (RBRVS) last published and effective before the date of the Surgical Procedure; or (b) the Surgeon Benefit Limit amount stated in the Benefit Schedule. If the Surgical Procedure is not contained in the RBRVS, the benefit payable will be the lesser of: (a) the fee charged by the Physician for the Surgical Procedure; (b) the amount that would be payable for the most comparable Surgical Procedure in severity and gravity; or (c) the Surgeon Benefit Limit amount stated in the Benefit Schedule. In the event that the RBRVS is discontinued, We shall thereafter have the right to continue to use the Relative Value Units contained in the last published RBRVS or, at Our option and upon reasonable written notice to You, We may designate an alternative, generally accepted, method to be used for determining relative values from the date specified in Our Notice.

We will not pay a benefit for more than one Surgical Procedure (the largest applicable) under this PART 1 for all Surgical Procedures performed as a result of any one Injury or Sickness.

For any one Injury or Sickness, We will pay the greater of either: (a) the Surgeon Benefit provided in this PART 1; or (b) the total of all Doctor Office Visit Benefits under PART 4 which would otherwise be payable.

#### 2. ASSISTANT SURGEON BENEFIT

We will pay a benefit for expenses incurred by You or a covered Family Member for one Physician providing Medically Necessary assistance to the primary Physician during a Surgical Procedure for which a Surgeon Benefit is payable under this PART 1. Such surgical assistance and expenses incurred must be the result of an Injury or Sickness. The benefits will not exceed 20% of the amount payable for the Surgeon Benefit.

# 3. ADMINISTRATION OF ANESTHETIC BENEFIT

We will pay a benefit for expenses incurred by You or a covered Family Member for one Physician providing Medically Necessary administration of anesthetic to You or a covered Family Member during a Surgical Procedure for which a Surgeon Benefit is payable under this PART 1. Such anesthetic administration and expenses incurred must be the result of an Injury or Sickness. The administration of anesthetic must be by a Physician or a legally qualified anesthetist. The benefits will not exceed 25% of the amount payable for the Surgeon Benefit. We will not pay benefits for the administration of anesthetic by the primary Physician or the assistant surgeon.

#### PART 2

#### **RADIATION THERAPY BENEFIT**

We will pay a benefit for expenses incurred by You or a covered Family Member for Medically Necessary Radiation Therapy provided to or for You or a covered Family Member at a Hospital or Physician's office. Such Radiation Therapy and expenses incurred must be the result of an Injury or Sickness. We will not pay benefits in excess of the Radiation Therapy Benefit stated in the Benefit Schedule for all such expense incurred because of any one Injury or Sickness. The benefit under this PART 2 will be calculated and paid based on a single diagnosed Sickness, and not according to the bodily location or locations where the diagnosed Sickness may have manifested itself or been treated.

If a benefit or benefits are payable under any other PART of this policy for an incurred expense also payable under this PART 2, only one benefit, the largest, will be payable for such expense.

## PART 3 AMBULANCE BENEFIT

We will pay a benefit for expenses incurred by You or a covered Family Member for Medically Necessary ambulance service for You or a covered Family Member. Such ambulance service and expenses incurred must be the result of an Injury or Sickness. The ambulance service must be to or from a Hospital. We will not pay more than the Ambulance Benefit stated in the Benefit Schedule for any one Injury or Sickness, regardless of the frequency that ambulance service is required because of that Injury or Sickness. Only one benefit will be payable for any one trip.

# {PART 4

# DOCTOR OFFICE VISIT BENEFIT

We will pay benefits for expenses incurred by You or a covered Family Member for outpatient care, treatment and services, by a Doctor provided to or for You or a covered Family Member at the Doctor's office, clinic, a Hospital (on an outpatient basis), or at place of residence according to the following:

- 1. For Medically Necessary care, treatment and services resulting from an Injury or Sickness which does not require a Surgical Procedure, We will pay a benefit at the rate of 80% of the fee charged by the Doctor, but, in no event will the benefit payable for such care, treatment and services be more than the Doctor Office Visit Benefit stated in the Benefit Schedule. Only one Doctor's care, treatment, and services for a single visit will be paid per day, regardless of the number of Doctors providing care, treatment, and services to or for You or the covered Family Member;
- 2. For Medically Necessary care, treatment, and services resulting from any one Injury or Sickness which requires a Surgical Procedure, We will pay an amount equal to the greater of the applicable Surgeon Benefit in PART 1 or the total of the benefit in (1) above which would otherwise be payable; and
- 3. For a physical wellness exam in the absence of Injury or Sickness, We will pay a benefit at the rate of 80% of the fee charged by the Doctor, but, in no event will the benefit payable for any physical wellness exam performed exceed the Wellness Exam Benefit stated in the Benefit Schedule. Each Covered Person will be entitled to one physical wellness exam per policy year.

The total benefits payable under this PART 4 shall not exceed the Doctor Office Visit Yearly Maximum stated in the Benefit Schedule during any policy year.}

#### PART 5

## **OUTPATIENT EXPENSE BENEFIT**

We will pay a benefit at the rate of 80% of expenses incurred by You or a covered Family Member, in excess of the Outpatient Deductible Amount stated in the Benefit Schedule, for outpatient care, treatment, and services provided to or for You or a covered Family Member. Such Outpatient care, treatment, and services and expenses incurred must be the result of an Injury or Sickness. Outpatient care, treatment, and services include:

- 1. Outpatient Hospital expense;
- 2. Diagnostic imaging performed at other duly licensed locations; and
- 3. Laboratory tests performed at other duly licensed locations, including pathology tests.

We will not pay in excess of the Outpatient Expense Benefit stated in the Benefit Schedule for expenses incurred for outpatient care, treatment, and services resulting from any one Injury or Sickness.

If a benefit or benefits are payable under any other PART of this policy for an incurred expense also payable under this PART 5, only one benefit, the largest, will be payable for such expense.

#### PART 6 REFUND OF PREMIUMS FOR LOSS OF LIFE FROM ACCIDENTAL INJURY

We will refund to Your estate the premiums paid for Your individual coverage under this policy if You die due to an Injury while Your coverage is in force or effect. We will refund to You the premiums paid under this policy for the coverage of a covered Family Member if that member dies due to an Injury while his or her coverage is in force or effect.

To be entitled to said refund of premium, the death must occur while this policy is in force and within 180 days of the Injury causing death.

## PART 7 OTHER BENEFITS

On the condition that a benefit for expenses incurred for the following care, treatment, services, and supplies is not elsewhere provided in this policy, We will pay benefits for expenses incurred for the following care, treatment, services, and supplies provided to a Covered Person while this policy is in force according to the terms, dollar amounts and maximums set forth below in this PART 7 with respect to such covered care, treatment, services, and supplies. ALL BENEFITS PAYABLE UNDER THIS PART 7 SHALL BE SUBJECT TO ALL POLICY PROVISIONS, LIMITATIONS AND EXCLUSIONS, DEDUCTIBLES, CO-PAYS, CO-INSURANCE, AND DOLLAR-LIMIT PROVISIONS OF THIS POLICY, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PART 7. A benefit payable under this PART 7 shall not duplicate any benefit or benefits payable under any other PART or PARTS of this policy. The total benefit payable for care, treatment, services, and supplies covered under this PART 7 of the policy, together with benefits paid under any other policy or policies issued by Us to You or a covered Family Member, will never exceed the total expense incurred by You or the covered Family Member for such care, treatment, services, and supplies.

# 1. MATERNITY BENEFIT, MINIMUM HOSPITAL STAYS

As described in PART 8(1), this policy does not provide benefits for normal pregnancy. However, to the extent that benefits for a Hospital Stay are otherwise provided for within this policy for a distinct complication of pregnancy, We will provide a benefit for expenses incurred by any Covered Person for a Hospital Stay and inpatient care for a minimum of forty-eight (48) hours of inpatient care following vaginal delivery and a minimum of ninety-six (96) hours of inpatient care following a cesarean section for a mother, her newly born child, or both, in a Hospital or any other health care facility licensed to provide obstetrical care, when that Hospital Stay is deemed Medically Necessary by the attending Physician, who is a medical doctor.

#### 2. PROSTHETIC DEVICE AND RECONSTRUCTIVE SURGERY BENEFIT

We will provide a benefit for the following expenses incurred by You or a covered Family Member for prosthetic devices, breast reconstructive surgery, or both, for a Covered Person incident to a Mastectomy covered under this policy, including:

- 1) Reconstruction of the breast on which the Mastectomy has been performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- 3) Prostheses and physical complications from all stages of Mastectomy, including lymphedemas.

To be covered, breast reconstructive surgery must be in the manner chosen by the affected Covered Person's treating Physician, who is a licensed medical doctor or doctor of osteopathy, consistent with prevailing medical standards, and in consultation with the affected Covered Person.

A benefit for prosthetic devices and breast reconstructive surgery covered under this subpart of PART 7 will be paid as follows:

- a. For prosthetic devices and breast reconstructive surgery not covered under PARTS 1-5 of this policy because such care is not being provided in relation to a Sickness, We will consider that Covered Person's prosthetic devices and breast reconstructive surgery as though they were for a new Sickness under this policy.
- b. For prosthetic devices and breast reconstructive surgery not covered under PARTS 1-5 of this policy, nor brought within the scope of coverage based on (a) above, We will pay a sum equal to 80% of the incurred expenses, but not to exceed a maximum benefit of \$500 for prosthetic devices and breast reconstructive surgery for any one Covered Person.

# 3. CHILD PREVENTIVE HEALTH CARE SERVICES BENEFIT

We will provide a benefit for expenses incurred by You or a covered Family Member for a periodic review related to Child Health Supervision Services for a Covered Person when that Covered Person attains the following ages: birth, two months, four months, six months, nine months, twelve months, eighteen months, two years, three years, four years, five years, six years, eight years, ten years, twelve years, fourteen years, sixteen years and eighteen years. Child Health Supervision Services shall be limited to services provided by or under the supervision of a single Physician or other primary health care provider who is a licensed medical doctor or doctor of osteopathy during the course of one visit.

If the periodic visit is not otherwise covered under another PART of this policy, We will pay a benefit under this subpart of PART 7 in accordance with the following:

- a. For the expenses incurred for the services attributable to a history, physical examination, developmental assessment anticipatory guidance, or any combination thereof, We will make payment as if such services were for a covered Physician's wellness exam payable under PART 4(3). This benefit will be provided for each such periodic visit. The combined amount of payments made during any policy year for any one Covered Person under 16 years of age for Doctor Office Visits payable under PART 4, as stated in the Benefit Schedule, and for periodic visits during which services attributable to a history, physical examination, developmental assessment and anticipatory guidance are provided, payable as set forth herein, shall not exceed the Doctor Office Visit Yearly Maximum stated in the Benefit Schedule.
- b. For the expenses incurred for the services attributable to immunizations, laboratory tests, or both, We will pay a sum of money equal to 80% of the incurred expenses, not to exceed a maximum benefit of \$250 for each covered periodic visit during which either immunizations, laboratory tests, or both are provided to or for any one Covered Person.

This benefit is exempt from any deductible provision, but remains subject to all co-pay and coinsurance provisions, of this policy.

#### 4. DIABETES BENEFIT

We will provide a benefit for expenses incurred by a Covered Person for medically appropriate and necessary equipment, supplies, diabetes outpatient self-management training and educational services, or any combination thereof, used in the management and treatment of diabetes for persons with gestational, type I or type II diabetes, if the Covered Person's treating Physician or a Physician who specializes in the treatment of diabetes certifies that such services are necessary.

The diabetes outpatient self-management training and educational services must be provided under the direct supervision of a certified diabetes educator or a board-certified endocrinologist. Any nutrition counseling must be provided by a licensed dietician.

For equipment, supplies, treatment, service, training, or any combination thereof, for diabetes covered under this subpart of PART 7, and not otherwise covered under another PART of this policy, We will pay a sum of money equal to 80% of the incurred charge not to exceed a maximum benefit of \$1,500 during any policy year for all equipment, supplies, treatment, service, or training for diabetes provided that Covered Person.

#### 5. ANESTHESIA AND HOSPITALIZATION FOR DENTAL PROCEDURES BENEFIT

We will provide a benefit for general anesthesia, hospital charges, or both for dental care charges incurred in a Hospital or Ambulatory Surgical Center when the procedure is performed by (i) a fully accredited specialist in pediatric dentistry or other dentist fully accredited in a recognized dental specialty for which Hospital or Ambulatory Surgical Center privileges are granted; (ii) a dentist who is certified by virtue of completion of an accredited program of postgraduate training to be granted Hospital or Ambulatory Surgical Center privileges; or (iii) a dentist who has not yet satisfied certification requirements but has been granted Hospital or Ambulatory Surgical Center privileges; and when the Covered Person receiving such treatment:

- 1) is younger than 7 years of age;
- 2) has a serious mental or physical condition; or
- 3) has significant behavioral problems.

This benefit does not cover routine dental care, including the diagnosis or treatment of disease or other dental conditions and procedures not specifically covered under this subpart of PART 7.

A benefit for anesthesia or facility charges for dental care covered under this subpart of PART 7 will be paid as follows:

- a. For anesthesia or facility charges for dental care not otherwise eligible for coverage under this policy, We will consider that Covered Person's incurred expenses for anesthesia and facility charges for dental care as though they were eligible for coverage under and PART 5 of the policy.
- b. For anesthesia or facility charges for dental care not covered under PARTS 1-5 of this policy, or brought within the scope of coverage based on (a) above, We will pay a sum equal to 80% of the incurred expenses, but not to exceed a maximum benefit of \$100 for all anesthesia and facility charges for dental care provided to any one Covered Person.

#### 6. SPEECH AND HEARING DISORDERS BENEFIT

We will provide a benefit for the expenses incurred for Medically Necessary care and treatment of loss or impairment of speech or hearing, or both if treated by a speech pathologist, audiologist or speech language pathologist licensed by the state board of healing arts or certified by the American Speech-Language and Hearing Association or both, and which fall within the scope of their license or certification. This benefit does not cover hearing aids, instruments or devices.

Benefits for speech and hearing disorders covered under this subpart of PART 7 will be paid as follows:

- For speech or hearing treatment or care not covered under PARTS 1-5 of this policy because such treatment or service is not being provided in relation to a covered Sickness, We will consider that Covered Person's speech or hearing treatment as though it was for a covered Sickness under PART 4. The combined amount of payments made for any one Covered Person for Physician Office Visit Benefits payable under PART 4 and speech and hearing disorders benefits payable under this subpart of PART 7 shall not exceed the Physician Office Visit Yearly Maximum shown on the Benefit Schedule for all benefits paid during any one policy year.
- b. For speech or hearing treatment not covered under PARTS 1-5 of this policy, nor brought within the scope of coverage based on (a) above, We will pay a sum of money equal to 80% of the incurred charge, but not to exceed a maximum benefit of \$50 for each visit with a professional described in this subpart for any one Covered Person, and when combined with the Physician Office Visit Benefits payable under PART 4, not to exceed the Physician Office Visit Yearly Maximum shown on the Benefit Schedule for benefits paid during any one policy year.

#### 7. MEDICAL FOODS AND LOW PROTEIN MODIFIED FOOD PRODUCTS BENEFIT

We will provide a benefit for the expense incurred for Medical Foods, Low Protein Modified Food Products, amino acid modified preparations and any other special dietary products and formulas for the treatment of Inherited Metabolic Diseases if the Medical Foods or Low Protein Modified Food Products, amino acid modified preparations and other special dietary products and formulas are prescribed as Medically Necessary for the therapeutic treatment of phenylketonuria, galactosemia, organic acidemias and disorders of amino acid metabolism, and administered under the direction of a Physician.

For benefits for Medical Foods and Low Protein Modified Food Products covered under this subpart of PART 7 that are not otherwise covered under another PART of this policy, We will pay a sum of money equal to 80% of the incurred charge, but not to exceed a maximum benefit of \$2,400 for each Covered Person during any one policy year as provided under the Income Tax Act of 1929.

#### 8. COLORECTAL CANCER SCREENING BENEFIT

We will provide a benefit for the expense incurred for colorectal cancer examinations and laboratory tests for a Covered Person who is 50 years of age or older, at high risk for colorectal cancer according to American Cancer Society colorectal cancer screening guidelines as they existed on January 1, 2005, or experiencing the symptoms of colorectal cancer as determined by a Physician licensed under the Arkansas Medical Practices Act, §17-95-201 et seq., §17-95-301 et seq., and §17-95-401 et seq., including bleeding from the rectum or blood in the stool, or a change in bowel habits, such as diarrhea, constipation, or narrowing of the stool that lasts more than five (5) days. The colorectal screening shall involve an examination of the entire colon, and We will provide a benefit for colorectal cancer screening for any one of the following options:

- 1) An annual fecal occult blood test utilizing the take-home multiple sample method, or an annual fecal immunochemical test in conjunction with a flexible sigmoidoscopy every five (5) years;
- 2) A double-contrast barium enema every five (5) years; or
- 3) A colonoscopy every ten (10) years, and follow-ups based on the following schedule:
  - i. If the initial colonoscopy is normal, a follow-up is covered once every ten (10) years;
  - ii. For individuals with one (1) or more neoplastic polyps, adenomatous polyps, and the initial colonoscopy was complete to the cecum and adequate preparation and removal of all visualized polyps was performed, a follow-up will be covered after three (3) years;
  - iii. If single tubular adenoma of less than one centimeter (1 cm) is found, a follow-up will be covered after five (5) years; and
  - iv. For patients with large sessile adenomas greater than three centimeters (3 cm), a follow-up will be covered after six (6) months, or continuously until complete polyp removal is verified by colonoscopy.
- 4) Any additional medically recognized screening tests for colorectal cancer required by the Director of the Department of Health determined in consultation with appropriate health care organizations.

Benefits for colorectal cancer screening covered under this subpart of PART 7 will be paid as follows:

- a. For colorectal cancer screening not covered under PARTS 1-5 of this policy because such treatment or service is not being provided in relation to a covered Sickness, We will consider that Covered Person's colorectal cancer testing as though it was for a covered Sickness under PART 4 and PART 5 of this policy.
- b. For colorectal cancer screening not covered under PARTS 1-5 of this policy, nor brought within the scope of coverage based on (a) above, We will pay a sum of money equal to 80% of the incurred charge, but not to exceed a maximum benefit of \$50 for each screening provided a Covered Person.

#### 9. MENTAL ILLNESS BENEFIT

We will provide a benefit for expenses incurred for a Covered Person for the treatment of Mental Illness on an inpatient or outpatient basis. Benefits will be provided to the same extent as any other physical illness covered under this policy.

# 10. TEMPOROMANDIBULAR JOINT DISORDER AND CRANIOMANDIBULAR JAW DISORDER BENEFIT

We will provide coverage for the treatment and care provided to or for a Covered Person for the diagnostic procedure and surgical treatment of temporomandibular and craniomandibular disorder if, under accepted medical standards, such diagnostic procedure or surgery is Medically Necessary to treat conditions caused by a congenital or developmental deformity, disease, disorder, or Injury. A temporomandibular and craniomandibular disorder shall be treated as any other Sickness under this policy, and benefits will be paid under PARTS 1-5 as applicable. However, this policy does not include coverage for orthodontic appliances and treatment, crowns, bridges and dentures unless the disorder is trauma related.

# PART 8 LIMITATIONS AND EXCLUSIONS

Except to the extent specifically and directly provided elsewhere in this policy to the contrary, We will not pay benefits under this policy for:

- 1. Normal pregnancy (including childbirth, false labor, occasional spotting, Physician-prescribed rest, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with a difficult pregnancy which do not constitute a distinct complication of pregnancy) or voluntary termination of pregnancy; or
- 2. Any charges for (1) usual and customary routine nursery care; or (2) well-baby care, immunizations, medical examinations or tests of any kind; or (3) any other usual and customary routine care and treatment following full term or premature birth, not incident and necessary to the treatment of Injury or Sickness; or
- 3. Convalescent or skilled nursing care in a facility other than a Hospital; educational care; or for nervous or mental disorders; or
- 4. Any dental treatment (except as necessitated by Injury), hearing aids, or eye refractive exams, surgery or treatment; or
- 5. Any inpatient or outpatient Hospital Stay or Intensive Care unit admission, or other care, treatment, services, or supplies for which You or a covered Family Member do not incur a charge; or
- 6. Any outpatient Hospital Stay or Intensive Care unit admission, or other care, treatment, services, or supplies that are not Medically Necessary for diagnosis of or for care, treatment, or services resulting from an Injury or Sickness; or
- 7. Any cosmetic or elective procedures and any related complications; or
- 8. Any expense incurred in excess of the usual, customary, and reasonable charges for any care, treatment, service, or supply in the geographic area where furnished; or
- 9. Professional radiological, pathological or EKG interpretations during an inpatient Hospital Stay; or
- 10. Any rehabilitative care services received at a facility not meeting the definition of a Hospital; or
- 11. Any care, treatment, services, or supplies received outside of the U.S. boundaries; or
- 12. Any Infertility care, treatment or services; or sterilization or reversal of sterilization procedures; or
- 13. Any Sickness that first manifests itself before the effective date of the policy; or
- 14. Any care, treatment, services, or supplies for obesity or morbid obesity, including but not limited to, gastric banding ("lapband"), vertical banded gastroplasty, Roux-en-Y gastric bypass, DISTAL gastric bypass (duodenal switch, biliopancreatic diversion), or stomach stapling procedures, even if the Covered Person has a health condition or conditions that might be benefited thereby; or
- 15. Any care, treatment, services, or supplies for drug abuse or addiction, including alcoholism or overdose of drugs, narcotics, or hallucinogens, unless taken as prescribed by a Physician; or any loss resulting from any Covered Person being under the influence of an intoxicant or a narcotic; or
- 16. Suicide, or treatment of an attempted suicide, or any intentionally self-inflicted Injury, while sane or insane.

# **POLICY PROVISIONS**

**ELIGIBILITY AND INSURED'S TERMINATION**: You, as the Insured, are the beneficiary of Your covered Family Members. Every transaction relating to this policy shall be between Us and You.

A new Family Member (including husband, wife, or any children under the age of 19 at the time the Policy is issued) will be covered; each new member must be named in the application. Stepchildren and legally adopted children can be included if listed in the application. Any newborn or newly adopted children of the Primary Insured will automatically be a Covered Person from the moment of birth or adoption if such birth or adoption occurs after the Effective Date of the policy. This will also cover children You have filed a petition to adopt. You may apply for coverage on other dependents acquired after the Effective Date of the policy, subject to Our approval.

Coverage on Your children terminate when they marry. It also terminates on the policy anniversary date following their 21st birthday, unless they are still dependent on You due to a physical or mental handicap, or because they are a full-time student under age 23. However, if a dependent child is incapable of self-sustaining employment by reason of mental retardation or physical handicap, and if such disability occurred prior to the first policy anniversary following the child's 21st birthday, then the child will continue to be a Covered Person for as long as such disability continues. Proof of such incapacity or disability must be furnished upon Our request, but not more often than annually.

In the event of Your death or other termination of Your coverage, the following shall successively become the Insured: (1) Your spouse (if Your spouse is a covered Family Member), or (2) Your eldest remaining covered Family Member.

RIGHTS OF A SPOUSE: Should You and Your spouse dissolve Your marriage by a valid decree of dissolution of marriage and the spouse was a covered Family Member, the spouse can apply for and receive, without evidence of insurability, a policy providing coverage not greater than the terminated coverage. To obtain the policy, the spouse must make application to the Company within 60 days following the entry of the decree of dissolution of marriage and pay the appropriate premium for the policy. No waiting or probationary period is required, except to the extent that such period has not been met under the prior policy. PREMIUM PAYMENT: This policy is issued based on the application and the payment of the first premium. A copy of the application is a part of this policy. This policy takes effect at 12 o'clock noon, Standard Time of the place where You reside, and remains in effect until the same hour on the date that the initial term expires.

The effective date of this policy, the first premium, and the date the initial term expires are stated in the POLICY SCHEDULE. All premiums, except the first premium, shall be due and payable at Our Administrative Offices.

**ENTIRE CONTRACT; CHANGES:** This policy, with the application and attached papers, is the entire contract between You and Us. No change in this policy shall be effective until approved by an officer of Us. This approval must be noted on or attached to this policy.

No agent may change this policy or waive any of its provisions.

**TIME LIMIT ON CERTAIN DEFENSES:** After 2 years from the effective date, only fraudulent misstatements in the application may be used to void this policy or deny any claim for loss incurred after the 2-year period.

After 2 years from the date of an endorsement adding a Family Member, other than a newborn or newly adopted child, only fraudulent misstatements in the application may be used to void the endorsement or deny any claim for loss incurred after the 2 year period.

**GRACE PERIOD**: This policy has a 31-day grace period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period, this policy will stay in force.

**REINSTATEMENT**: If the renewal premium is not paid before the grace period ends, this policy will lapse. Later acceptance of the premium by Us without requiring an application for reinstatement will reinstate this policy.

If We require an application, this policy will be reinstated when We approve the application, or on the 45th day after We receive it, unless We have previously written to You of its disapproval.

The reinstated policy will cover only loss that results from an Injury sustained after the date of reinstatement or a Sickness that manifests itself more than 10 days after such date. In all other respects, Your rights and Our rights will remain the same, subject to any provisions noted on or attached to the reinstated policy.

**NOTICE OF CLAIM:** Written notice of claim must be given to Us within 20 days after a covered loss starts or as soon as reasonably possible. The notice can be given to Us at Our Administrative Offices in McKinney, Texas or to Our agent.

Notice should include Your name and Your policy number.

**CLAIM FORMS:** When We receive the Notice of Claim, We will send You forms for filing proof of loss. If these forms are not given to You within 15 days, You may meet the proof of loss requirements by giving Us a written statement of the nature and extent of the loss within the time limit stated in the PROOFS OF LOSS Provision.

**PROOFS OF LOSS:** You must give Us written proof of loss to Our satisfaction within 90 days after the date of such loss. If it was not reasonably possible to give written proof in the time required, We will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than 1 year from the time specified unless You were legally incapacitated.

**TIME OF PAYMENT OF CLAIMS:** After receiving proper written proof of loss satisfactory to Us, We will pay to You, or at Our option to the Hospital, doctor, or person rendering services covered by this policy, all benefits then due for such loss.

**PAYMENT OF CLAIMS:** Benefits will be paid, after receiving a claim form and proper written proof of loss satisfactory to Us, to You, or at Our option to the Hospital, doctor, or person providing care, treatment, services, or supplies covered by this policy. Any benefit unpaid at death may be paid to Your named beneficiary or, at Our option, to Your estate. If benefits are payable to Your estate, We can pay benefits up to \$3,000 to someone related to You by blood or marriage whom We consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

**PHYSICAL EXAMINATIONS**: We, at Our expense, have the right to have You or a covered Family Member examined as often as reasonably necessary while a claim is pending.

**NONDUPLICATION OF COVERAGE**: The benefits payable under this policy shall be excess over benefits paid or payable or required to be provided:

- 1. under any workers' compensation, occupational disease, employers' liability or similar law;
- 2. under any motor vehicle no-fault plan or coverage or similar law; and
- 3. under any national, state, or other governmental plan not limited to governmental employees or their families, such as Medicare or Medicaid.

**REFUND OF UNEARNED PREMIUMS ON DEATH:** Upon the death of a Family Member insured under this policy, We will refund any premiums paid in behalf of the member, for any period beyond the ending of the policy month the death occurred, within 30 days after We receive proof of death.

**SUBROGATION; REIMBURSEMENT**: You agree that, to the extent of the benefits paid under this policy, We shall be subrogated to all Your rights to damages or recovery for any Injury or Sickness, or any care, treatment, services, or supplies provided, for which a third party or parties, or their insurance carrier(s), are or may be liable or responsible. You agree to repay Us first out of any monies You receive or recover by settlement, judgment or otherwise, regardless of whether You are fully compensated for Your losses and damages. In the event that We retain Our own attorney to represent Our subrogation interest, We will not be responsible for paying a portion of Your attorney fees or costs.

You assign to Us Your claims and rights against all liable or responsible third party or parties and their insurance carrier(s) to the extent of Our payments, and shall do nothing after the loss to prejudice Our subrogation rights. Entering into a settlement or compromise arrangement with a third party or parties, or their insurance carrier(s), without Our prior written consent, shall be deemed to prejudice Our subrogation rights. You shall promptly advise Us in writing whenever a claim or demand against a third party or parties, or their insurance carrier(s), is made, and shall further provide to Us such additional information and execute and deliver such instruments or papers as are reasonably requested by Us to secure Our subrogation rights. You agree to fully cooperate in protecting Our subrogation rights against the liable or responsible third party or parties, and their insurance carrier(s).

**LEGAL ACTIONS:** No legal action may be brought to recover on this policy within 60 days after written proof of loss has been given as required by this policy. No such action may be brought after the expiration of the applicable statute of limitations from the time written proof of the claim is required to be given.

**CONFORMITY WITH STATE STATUTES**: Any provision of this policy which, on its effective date, is in conflict with the laws of the state in which You reside on that date, is amended to conform to the minimum requirements of such laws.

**ASSIGNMENT**: No assignment under this policy shall be binding upon Us unless the original written assignment (or a copy thereof) is on file at Our Administrative Offices. At Our option, We may waive this requirement. We do not assume any responsibility for the validity of any assignment.

This policy is signed for Us by Our President and Secretary.

Secretary President

Countersigned:

Licensed Resident Agent where required by law.

#### BENEFIT SCHEDULE

PART 1	PART 4	
Surgeon Benefit Limit up to \$ [3,000.00]	{Doctor Office Visit Benefit 80% up to \$	[25.00]}
Surgery Conversion Factor [54]	{Wellness Exam Benefit 80% up to \$	[50.00]}
PART 2	{Doctor Visit Copay (Primary Care Physician) . \$	[35.00]}
Radiation Therapy Benefit up to \$ [5,000.00]	{Doctor Visit Copay (Specialist)\$	[35.00]}
PART 3	{Doctor Office Visit Yearly Maximum \$	[250.00]}
Ambulance Benefit	PART 5	-
	Outpatient Expense Benefit 80% up to \$	[250.00]
	{Outpatient Deductible Amount \$	[100.00]}

# {PART 4

#### **DOCTOR OFFICE VISIT BENEFIT**

We will pay benefits for expenses incurred by You or a covered Family Member, in excess of the Doctor Visit Copay stated in the Benefit Schedule, for outpatient care, treatment, and services by a Doctor provided to or for You or a covered Family Member at the Doctor's office, clinic, a Hospital (on an outpatient basis), or at place of residence according to the following:

- 1. For Medically Necessary care, treatment, and services resulting from an Injury or Sickness which does not require a Surgical Procedure, We will pay a benefit at the rate of 100% of the fee charged by the Doctor, in excess of the Doctor Visit Copay, but, in no event will the benefit payable for such care, treatment, and services be more than the Doctor Office Visit Benefit stated in the Benefit Schedule. Only one Doctor's care, treatment, and services for a single visit will be paid per day, regardless of the number of Doctors providing care, treatment, and services to or for You or the covered Family Member;
- 2. For Medically Necessary care, treatment, and services resulting from any one Injury or Sickness which requires a Surgical Procedure, We will pay an amount equal to the greater of the applicable Surgeon Benefit in PART 1 or the total of the benefit in (1) above which would otherwise be payable; and
- 3. For a physical wellness exam in the absence of Injury or Sickness, We will pay a benefit at the rate of 100% of the fee charged by the Doctor, in excess of the Doctor Visit Copay, but, in no event will the benefit payable for any physical wellness exam performed exceed the Wellness Exam Benefit stated in the Benefit Schedule. Each Covered Person will be entitled to one physical wellness exam per policy year.

The total benefits payable under this PART 4 shall not to exceed the Doctor Office Visit Yearly Maximum stated in the Benefit Schedule during any policy year.

[The Doctor Visit Copay shall vary, as reflected in the Benefit Schedule, depending on whether the treating Doctor is a Primary Care Physician or Specialist.] }

#### BENEFIT SCHEDULE

PART 1	PART 4
Surgeon Benefit Limit up to \$ [3,000.00]	{Doctor Office Visit Benefit 80% up to \$ [25.00]}
Surgery Conversion Factor [54]	{Wellness Exam Benefit 80% up to \$ [50.00]}
PART 2	{Doctor Visit Copay (Primary Care Physician) .\$ [35.00]}
Radiation Therapy Benefit up to \$ [5,000.00]	{Doctor Visit Copay (Specialist)\$ [50.00]}
PART 3	{Doctor Office Visit Yearly Maximum [6] Visits}
Ambulance Benefit up to \$ [200.00]	PART 5
	Outpatient Expense Benefit 80% up to \$ [250.00]
	{Outpatient Deductible Amount [100.00]}

## {PART 4

#### **DOCTOR OFFICE VISIT BENEFIT**

We will pay benefits for expenses incurred by You or a covered Family Member, in excess of the Doctor Visit Copay stated in the Benefit Schedule, for outpatient care, treatment, and services by a Doctor provided to or for You or a covered Family Member at the Doctor's office, clinic, a Hospital (on an outpatient basis), or at place of residence according to the following:

- 1. For Medically Necessary care, treatment, and services resulting from an Injury or Sickness which does not require Surgical Procedure, We will pay a benefit at the rate of 100% of the fee charged by the Doctor, in excess of the Doctor Visit Copay, but, in no event will the benefit payable for such care, treatment and services be more than the Doctor Office Visit Benefit stated in the Benefit Schedule, Only one Doctor's care, treatment, and services for a single visit will be paid per day, regardless of the number of Doctors providing care, treatment, and services to or for You or the covered Family Member;
- 2. For Medically Necessary care, treatment, and services resulting from any one Injury or Sickness which requires a Surgical Procedure, We will pay an amount equal to the greater of the applicable Surgeon Benefit in PART 1 or the total of the benefit in (1) above which would otherwise be payable; and
- 3. For a physical wellness exam in the absence of Injury or Sickness, We will pay a benefit as the rate of 100% of the fee charged by the Doctor, in excess of the Doctor Visit Copay, but, in no event will the benefit payable for any physical wellness exam performed exceed the Wellness Exam Benefit stated in the Benefit Schedule. Each Covered Person will be entitled to one physical wellness exam per policy year.

The total number of Doctor visits for which benefits are payable under this PART 4 shall not exceed the Doctor Office Visit Yearly Maximum stated in the Benefit Schedule during any policy year.

[The Doctor Visit Copay shall vary, as reflected in the Benefit Schedule, depending on whether the treating Doctor is a Primary Care Physician or Specialist.] }